

PUT OPTION AGREEMENT

This Put Option Agreement (this “Agreement”), is made and entered as of February 29, 2016, (the “Effective Date”), by and among, Intercontinental Potash Corp. (USA), a Colorado corporation, as the Guarantor (the “Company”); Intercontinental Potash Corp., a Canadian corporation (“ICP-Holdco”); the holder of Series A Preferred Stock of the Company listed on Schedule I (the “Preferred A Holding Company”) for the benefit of its shareholders, partners, members or owners, as applicable (the “Preferred A Shareholders”); the holders of Series B Preferred Stock listed on Schedule I (each a “Preferred B Holding Company” and together the “Preferred B Holdings Companies”) for the benefit of its shareholders, partners, members or owners, as applicable (the “Preferred B Shareholders”) (collectively the Preferred A Shareholders and Preferred B Shareholders with any successors and affiliates, whose names and addresses may appear from time to time on Schedule I hereto, “Cartesian Investors”); and Cartesian Capital Group, LLC, a Delaware limited liability company and adviser to Cartesian Investors (“Cartesian”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Amended Articles.

WHEREAS, as of the Effective Date, ICP-Holdco owns all of the issued and outstanding shares of Common Stock of the Company, the Preferred A Holding Company owns all of the Series A Preferred Stock of the Company and the Preferred B Holding Company owns all of the Series B Preferred Stock of the Company;

WHEREAS, Preferred A Holding Company entered into that certain Securities Modification and Consent Agreement (the “Modification Agreement”) to facilitate the financial transaction described in these recitals;

WHEREAS, under the terms of a Securities Purchase Agreement, dated as of February 29, 2016, (the “Securities Purchase Agreement”), (a) the Preferred B Shareholders through the Preferred B Holding Company made an investment in the Company in an aggregate amount of \$5,000,000 and the Company issued the Preferred B Shareholders 250,000 shares of Series B Preferred Stock, and (b) the Company borrowed \$5,000,000 from certain Lenders affiliated with the Preferred B Shareholders (the “Lenders”), which debt is evidenced by senior secured note(s) (the “Secured Note(s)”) and secured under the terms of a security agreement and Mortgage;

WHEREAS, the rights and preferences of the Series A Preferred Stock and Series B Preferred Stock are set forth in the Second Amended and Restated Articles of Incorporation (the “Amended Articles”);

WHEREAS, in consideration of, and as a material inducement to, the Series A Shareholders, the Series B Shareholders and the Lenders entering into and/or consenting to the transactions contemplated by the Securities Purchase Agreement, ICP-Holdco has

agreed to provide the Cartesian Investors with the benefits of certain mandatory purchase rights and other rights set forth herein, and the Company has agreed to guarantee the obligations of ICP-Holdco under this Agreement; and

WHEREAS, this Agreement is being entered into and executed by the parties pursuant to and in satisfaction of their respective obligations under Section 2.1 of the Modification Agreement and the closing conditions contained in Section 5.1(p) of the Securities Purchase Agreement and hereby memorialize the final terms and conditions with respect to the Cartesian Investors' put option as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties agree as follows:

1. Grant of Put Option.

(a) Put Option. Subject to the terms and conditions of this Section 1, at the time of a Contribution Trigger (as defined below), the respective shareholders, members, equityholders or other owners of the Preferred A Holding Company or the Preferred B Holding Company, as applicable (each, a "Preferred Holding Company"), shall have the right (the "Put Option") to cause ICP-Holdco to purchase all of the equity securities of each Preferred Holding Company in consideration for the Purchase Price (as defined below).

(b) Contribution Trigger. The shareholders, members, equityholders or other owners of the Preferred Holding Company, as applicable, shall have the right to exercise the Put Option pursuant to this Section 1 only upon the occurrence of any of the following events (each a "Contribution Trigger"):

(i) a Deemed Liquidation Event (as defined in the Amended Articles);

(ii) upon the failure by the Preferred A Holding Company or any Preferred B Holding Company, as applicable, to deliver a Conversion Notice within fifteen (15) days prior to the Preferred A/B Maturity Date (as defined and set forth in Section 4 of the Amended Articles); or

(iii) the Company is unable to redeem all of the Series A Preferred Stock or all of the Series B Preferred Stock at the Preferred A/B Maturity Date, in each case, for cash, or senior secured debt of the Company with a principal amount equal to the cash redemption obligation under the terms of the Amended Articles, in each case, as provided for in the Amended Articles.

The Company shall notify Cartesian, as representative of the Cartesian Investors, promptly (and in any event within two (2) business days) in writing following the occurrence of any Contribution Trigger.

(c) Calculation of Purchase Price. Upon exercise of the Put Option in accordance with Section 2, the purchase price payable by ICP-Holdco for all of the issued and outstanding shares, units, membership interest or other equity interest, as applicable, of each Preferred Holding Company (the "Holding Company Securities") shall be calculated as follows (the "Purchase Price"):

(i) in the case of a Deemed Liquidation Event, the Purchase Price payable to each Preferred A Shareholder and/or Preferred B Shareholder, as applicable, will equal the product of (x) the number of shares of Series A Preferred Stock and Series B Preferred Stock held by such Preferred A Shareholder and/or Preferred B Shareholder, as the case may be, and (y) an amount for each share calculated in accordance with Schedule 1(c)(i) hereto; or

(ii) in the case of a failure by the Preferred A Shareholder and/or Preferred B Shareholder, as applicable, to deliver a Conversion Notice within fifteen (15) days prior to the Preferred A/B Maturity Date as set forth in Section 4 of the Amended Articles, the Purchase Price payable to each Preferred A Shareholder and/or Preferred B Shareholder, as applicable, will equal the product of (x) the number of shares of Series A Preferred Stock and Series B Preferred Stock held by such Preferred A Shareholder and/or Preferred B Shareholder, as the case may be, and (y) an amount for each share calculated in accordance with Schedule 1(c)(ii) hereto.

(d) Payment of Purchase Price. Upon exercise of the Put Option in accordance with Section 2:

(i) ICP-Holdco will pay the Purchase Price by issuing one or more promissory notes, in substantially the form attached hereto as Exhibit A (each, "Payment Note"), to the Preferred A Shareholder and/or Preferred B Shareholder, as designated by Cartesian, as representative of the Cartesian Investors, for all of the Holding Company Securities;

(ii) the Company agrees to unconditionally and irrevocably guarantee all of ICP-Holdco's obligations under and in connection with the Payment Notes under the terms of the Guarantee in the form attached hereto as Exhibit B (the "Guarantee");

(iii) the Company and ICP-Holdco agree to grant a security interest in all of the Company's assets under the terms of the Security Agreement in the form attached hereto as Exhibit C (the "Security Agreement") and a mortgage on the Ochoa

Project (as defined in the Securities Purchase Agreement), in the form attached hereto as Exhibit D (the “Mortgage”); and

(iv) each of the Preferred A Shareholders and/or Preferred B Shareholders, as applicable, will enter into an intercreditor agreement with each of the Company and ICP-Holdco in the form attached hereto as Exhibit E.

(e) The Put Option will expire at 11:59 p.m. ET on the fifth business day after the date that the Company has notified Cartesian in writing that a Contribution Trigger has occurred (the “Expiry Date”).

2. Exercise of Put Option.

(a) Procedures.

(i) Cartesian, as representative of each Cartesian Investors, may exercise the Put Option by delivering to ICP-Holdco a written notice of exercise (the “Exercise Notice”) prior to the Expiry Date. The Exercise Notice shall state the election to exercise the Put Option, the number of shares of Series A Preferred Stock or Series B Preferred Stock, as applicable, beneficially owned by each Preferred Holding Company (the “Exercised Shares”). The Exercise Notice shall be accompanied by copies of share certificates representing all Exercised Shares registered in the name of the applicable Preferred Holding Company, which actual share certificates shall be delivered to the Company upon delivery of an originally executed copy of the Payment Notes. The Put Option shall be deemed to be exercised upon receipt by the Company of the fully executed Exercise Notice accompanied by copies of the share certificates.

(ii) By delivering the Exercise Notice, the Cartesian Investor represents and warrants to the Company that (A) such Cartesian Investor has full right, title and interest in and to the Holding Company Securities; (B) the Cartesian Investor has the necessary power and authority and has taken all necessary action to sell the Holding Company Securities, as contemplated by this Section 2; (C) the Holding Company Securities were issued as fully paid and non assessable securities, in compliance with all applicable laws and are legally and beneficially owned by such Cartesian Investor free and clear of any and all mortgages, pledges, security interests, options, rights of first offer, encumbrances or other restrictions or limitations of any nature whatsoever other than those arising as a result of or under the terms of this Agreement; (D) the applicable Preferred Holding Company legally and beneficially owns the Exercised Shares in which the Purchase Price is paid, free and clear of any and all mortgages, pledges, security interests, options, rights of first offer, encumbrances or other restrictions or limitations of any nature whatsoever other than those arising as a result of or under the terms of this Agreement; (E) the Holding Company Securities are the only issued and outstanding securities of the Preferred Holding Companies; and (F) the applicable Preferred Holding

Company has assets sufficient to timely satisfy all of its liabilities, obligations or contractual commitments.

(iii) Each of the Company and ICP-Holdco hereby represent and warrant that (A) it is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all necessary corporate power and authority to enter into this Agreement and all related agreements hereto (including the Payment Notes); (B) the execution and delivery by the Company and ICP-Holdco, respectively, of this Agreement and all related agreements hereto (including the Payment Notes) have been duly authorized by all respective requisite corporate action on the part of the Company and ICP-Holdco; (C) this Agreement has been duly executed and delivered by each of the Company and ICP-Holdco, and constitutes a legal, valid and binding obligation of the Company enforceable against the Company and of ICP-Holdco enforceable against ICP-Holdco in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally; (D) the execution, delivery and performance of, and compliance with, this Agreement and all related agreements hereto (including the Payment Notes) by each of the Company and ICP-Holdco, and the consummation of the transactions contemplated hereby, do not and will not (x) result in a violation or breach of any provision of the respective organizational documents of the Company or ICP-Holdco, (y) result in a violation or breach of any provision of any applicable law or order from any governmental authority applicable to the Company or ICP-Holdco, or (z) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under, result in the acceleration of or give rise to a right of termination of, any material contractual obligation, whether oral or written, to which the Company or ICP-Holdco is a party.

(iv) By delivering the Payment Notes, ICP-Holdco hereby represents and warrants that (A) it has the necessary power and authority and has taken all necessary action to issue the Payment Notes, as contemplated by this Agreement; (B) the execution and delivery by ICP-Holdco of the Payment Notes have been duly authorized by all requisite corporate action on the part of ICP-Holdco; (C) the Payment Notes have been duly executed and delivered by ICP-Holdco, and constitute a legal, valid and binding obligation of ICP-Holdco enforceable against ICP-Holdco in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally; and (D) the execution, delivery and performance of, and compliance with, the Payment Notes by ICP-Holdco, and the fulfillment of its obligations under the Payment Notes, does not and will not (x) result in a violation or breach of any provision of the organizational documents of ICP-Holdco, (y) result in a violation or breach of any provision of any applicable law or order from any governmental authority applicable to ICP-Holdco, or (z) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach

of, constitute a default under, result in the acceleration of or give rise to a right of termination of, any material contractual obligation, whether oral or written, to which ICP-Holdco is a party.

(v) The closing of the sale of the Holding Company Securities pursuant to this Section 2 shall take place no later than fifteen (15) days following receipt by the Company of the Exercise Notice. ICP-Holdco shall give Cartesian, as representative of each Cartesian Investors, at least 5 days' written notice of the date of closing (the "Closing Date").

(b) Cooperation. ICP-Holdco, Cartesian and the Cartesian Investors each shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section 2, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed reasonably necessary.

(c) Closing. At the closing of any sale and purchase pursuant to this Section 2, the Cartesian Investors shall deliver to the Company a certificate or certificates representing the Holding Company Securities (if any), accompanied by stock powers and all necessary stock transfer taxes paid and stamps affixed, if necessary, against receipt of the Purchase Price.

(d) Condition to Put Option Exercise. As a condition to the exercise of the Put Option and issuance of the Payment Notes, the representations in Sections 2(a)(ii) and 2(a)(iii) shall be true and correct in all respects at the time of closing on the Closing Date of the purchase of the Holding Company Securities and issuance of the Payment Notes.

3. Notices.

(a) All communications under this Agreement shall be in writing and shall be delivered by hand, email or facsimile or mailed by overnight courier or by registered or certified mail, postage prepaid:

(i) if to Cartesian, any Preferred Holding Company, any Preferred B Shareholder or Preferred B Shareholder as set forth on Schedule 1.

(ii) if to the ICP-Holdco:

Intercontinental Potash Corp.
Suite 5600, 100 King Street West
Toronto, Ontario, Canada M5X 1C9
Attn: Kenneth Kramer, CFO
Email: kkramer@icpotash.com
with a copy (which shall not constitute notice), to:

Dorsey & Whitney LLP
1400 Wewatta Street
Suite 400
Denver, Colorado 80202
Attn: Kenneth G. Sam
Email: sam.kenneth@dorsey.com

(b) Any notice so addressed shall be deemed to be given: if delivered by hand, email or facsimile or other electronic transmission, on the date of such delivery if a Business Day and delivered during regular business hours, otherwise the first (1st) Business Day thereafter; if mailed by overnight courier, on the first Business Day following the date of such mailing; and if mailed by registered or certified mail, on the third (3rd) Business Day after the date of such mailing.

4. Entire Agreement. This Agreement and the agreements to be entered into in connection with exercise of the Put Option constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

5. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights of the parties hereunder may otherwise be transferred or assigned by any party hereto, except that (a) if the Company shall merge or consolidate with or into, or sell or otherwise transfer substantially all its assets to, another company which assumes the Company's obligations under this Agreement, the Company may assign its rights hereunder to that company and (b) the Cartesian Investors may assign its rights and obligations hereunder to (i) any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Cartesian Investors or (ii) any Person in connection with a transfer of the equity securities of the Preferred A Holding Company or the Preferred B Holding Company. Any attempted transfer or assignment in violation of this Section 5 shall be void.

6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

7. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

8. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York applicable to contracts made and to be performed entirely therein.

11. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any actions, suits, demand letters, judicial, administrative or regulatory proceedings, or hearings, notices of violation or investigations arising out of or relating to this Agreement. Each party to this Agreement certifies and acknowledges that (a) such party has considered the implications of this waiver and (b) such party makes this waiver voluntarily.

12. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other

means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14. Draftsmanship. Each of the parties signing this Agreement on the date first set forth above has been represented by his, her or its own counsel and acknowledges that he, she or it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement. Each of the parties joining this Agreement after the date first set forth above has been represented by his, her or its own counsel, has read and understands the terms of this Agreement and has been afforded the opportunity to ask questions concerning the Company and this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Put Option Agreement on the date first written above.

COMPANY:

**INTERCONTINENTAL POTASH CORP.
(USA):**

By: "Randy Foote" _____
Name: Randy Foote
Title: CEO and President

ICP-HOLDCO:

INTERCONTINENTAL POTASH CORP.

By: "Randy Foote" _____
Name: Randy Foote
Title: President

CARTESIAN:

CARTESIAN CAPITAL GROUP, LLC

By: "Peter Yu" _____
Name: Peter Yu
Title: Managing Member

**PANGAEA TWO ACQUISITION HOLDINGS
XI, LLC**

By: "Paul Hong" _____
Name: Paul Hong
Title: Vice President

**PANGAEA TWO ACQUISITION HOLDINGS
XIB, LLC**

By: "Paul Hong" _____
Name: Paul Hong
Title: Authorized Person

SCHEDULE I

Name and Address

Cartesian Capital Group, LLC

Cartesian Capital Group, LLC, 505 Fifth Avenue, 15th Floor
New York, NY 10017
Attn: Peter Yu
Facsimile: +1.212.461.6366
Email: peter.yu@cartesiangroup.com

Preferred A Holding Company

PANGAEA TWO ACQUISITION HOLDINGS XI, LLC
c/o Cartesian Capital Group, LLC, 505 Fifth Avenue, 15th Floor
New York, NY 10017
Attn: Peter Yu
Facsimile: +1.212.461.6366
Email: peter.yu@cartesiangroup.com

Preferred B Holding Company

Pangaea Two Acquisition Holdings XIB, LLC
c/o Cartesian Capital Group, LLC, 505 Fifth Avenue, 15th Floor
New York, NY 10017
Attn: Peter Yu
Facsimile: +1.212.461.6366
Email: peter.yu@cartesiangroup.com

Preferred A Shareholders and Preferred B Shareholders

c/o Cartesian Capital Group, LLC, 505 Fifth Avenue, 15th Floor
New York, NY 10017
Attn: Peter Yu
Facsimile: +1.212.461.6366
Email: peter.yu@cartesiangroup.com

With a copy to (which shall not constitute notice):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Facsimile: (212) 728-9162
Attention: Robert A. Rizzo
Email: rrizzo@willkie.com

Schedule 1(c)(i)

With respect to each share of Series A Preferred Stock, an amount equal to the greatest of (a) an amount equal to two (2) times the Original Issue Price (as defined in the Amended Articles) of such share of Series A Preferred Stock; (b) the quotient of Twenty Million Dollars (\$20,000,000) divided by the total number of Series A Preferred Stock issued and outstanding as of the date the Purchase Price is paid; and (c) the amount that would otherwise be payable to the holder of such share of Series A Preferred Stock in respect of such share calculated in accordance with Section 2.1.1 of the Amended Articles, as may be further amended.

With respect to each share of Series B Preferred Stock, an amount equal to the greatest of (a) an amount equal to two (2) times the Original Issue Price (as defined in the Amended Articles) of such share of Series B Preferred Stock; (b) the quotient of Twenty Million Dollars (\$10,000,000) divided by the total number of Series B Preferred Stock issued and outstanding as of the date the Purchase Price is paid; and (c) the amount that would otherwise be payable to the holder of such share of Series B Preferred Stock in respect of such share calculated in accordance with Section 2.1.2 of the Amended Articles, as may be further amended.

Schedule 1(c)(ii)

With respect to each share of Series A Preferred Stock and Series B Preferred Stock, an amount equal to the greater of (a) the sum of the Original Issue Price (as defined in the Amended Articles) of such share and any Accruing Dividends (as defined in the Amended Articles) accrued but unpaid on such share, whether or not declared, together with any other dividends declared but unpaid thereon; and (b) the amount that would otherwise be payable to the holder of such share in respect of such share calculated in accordance with Section 6.1.1(a) of the Amended Articles, as may be further amended.

Exhibit A

Form of Payment Note

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY COMPARABLE STATE SECURITIES LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER THIS PROMISSORY NOTE NOR ANY PORTION HEREOF OR INTEREST HEREIN MAY BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THE SAME IS REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE BORROWER HAS RECEIVED EVIDENCE OF SUCH EXEMPTION REASONABLY SATISFACTORY TO BORROWER.

SECURED PROMISSORY NOTE

US\$[●]

Dated: [●]

For Value Received, the undersigned Intercontinental Potash Corp., a Canadian corporation (the “Borrower”), hereby promises to pay to the order of [●], a [●] (together with its successors, representatives, and permitted assigns, the “Holder”), in accordance with the terms hereinafter provided, the principal amount of [●] Dollars (\$[●]), together with interest thereon.

Section 1. Put Option Agreement. This Note (the “Note”) has been executed and delivered pursuant to the Put Option Agreement, dated as of February [●], 2016, (the “Put Option Agreement”) by and among Intercontinental Potash Corp. (USA), a Colorado corporation (“Guarantor”), the Borrower the holder of Series A Preferred Stock of the Company listed on Schedule I (the “Preferred A Holding Company”) for the benefit of its shareholders, partners, members or owners, as applicable (the “Preferred A Shareholders”); the holders of Series B Preferred Stock listed on Schedule I (each a “Preferred B Holding Company” and together the “Preferred B Holdings Companies”) for the benefit of its shareholders, partners, members or owners, as applicable (the “Preferred B Shareholders”) (collectively the Preferred A Shareholders and Preferred B Shareholders with any successors and affiliates, whose names and addresses may appear from time to time on Schedule I hereto, “Cartesian Investors”); and Cartesian Capital Group, LLC, a Delaware limited liability company and adviser to Cartesian Investors (“Cartesian”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth for such terms in the Purchase Agreement.

Section 2. Interest Rate. This Note shall bear interest at a rate of 11% per annum (the “Note Rate”). Interest shall accrue monthly and be payable on the Maturity Date (as defined in Section 3 herein). If Borrower fails to make any payment of principal, interest, fees, indemnities and other amounts payable by the Borrower under any Loan Document (collectively with any guaranties thereto, the “Obligations”) in full on the date on which such payment becomes due and payable, whether at maturity or by acceleration, the Note Rate then payable (including applicable grace periods) on the Loan shall, unless the Holder elects to forgo the charging of additional interest, from the date on which such payment was due (and not the date of the payment default), increase to the Note Rate *plus* three hundred (300) basis points (the “Default Rate”) and shall continue to accrue at the Default Rate until full payment is received or such Default is waived in writing by Holder; provided, however, nothing contained herein shall

require Holder to so waive any such Default. Interest at the Default Rate shall also accrue on any judgment obtained by Holder in connection with collection of the Loan or enforcement of any Obligations until such judgment is paid in full.

Section 3. Maturity. The outstanding principal balance, together with any accrued and unpaid interest and all other unpaid Obligations, shall be due and payable in full on [●] (the “Maturity Date”) or at such earlier time as provided herein. Furthermore, upon the occurrence of an Event of Default (as defined in Section 9 hereof), all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable.

Section 4. Payments. Each payment hereunder shall be made to the Holder in immediately available funds not later than 5:00 p.m. (Eastern Time) on the Maturity Date (which must be a business day) or at such earlier time as provided herein. All payments received after 5:00 p.m. (Eastern Time) on any particular business day shall be deemed received on the next succeeding business day. All payments hereon shall be applied to principal, accrued interest, and charges and expenses owing on or in connection with this Note, in such order as the Holder hereof elects, except that payment shall be applied to accrued interest before principal. All payments shall be made in lawful money of the United States of America.

Section 5. Prepayment. All or any part of the outstanding balance of this Note may be prepaid at any time and from time to time, in whole or in part, without premium or penalty provided that the Borrower provides the Holder with note less the five (5) Business Days prior written notice.

Section 6. Collateral. The indebtedness evidenced by this Note is secured by (i) that certain Security Agreement dated as of the date hereof, by and between the Borrower, certain other grantors party thereto, and the Holder (the “Security Agreement”), which creates legal and valid encumbrances on an assignment of all of the Collateral (as defined in the Security Agreement), and (ii) that certain Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases, Financing Statements, Fixture Filing and As-Extracted Collateral Filing dated as of the date hereof by and between the Borrower and the Holder (the “Mortgage” and together with the Note, the Security Agreement and the Intercreditor Agreement (as hereafter defined), the “Loan Documents”), dated as of the date hereof. The Holder shall have such rights with respect to the Collateral as set forth in the Security Agreement and the Mortgage.

Section 7. Representations and Warranties. The Borrower represents and warrants to the Holder that (a) it is a corporation duly organized and in good standing under Colorado law and duly qualified to do business in each jurisdiction where such qualification is necessary, (b) the execution and delivery of this Note, and the performance by the Borrower of its obligations hereunder are within the Borrower’s company powers and have been duly authorized by all necessary company action on the Borrower’s part, (c) this Note is the Borrower’s legal, valid and binding obligation, enforceable in accordance with its terms, (d) there are no judgments outstanding against Borrower or its subsidiaries or, to the knowledge of Borrower, that are binding upon the Ochoa Project, nor is there any litigation, governmental investigation, or arbitration pending or, to Borrower’s knowledge, threatened against Borrower or its subsidiaries, (e) as of the date of this Note and after giving effect to the consummation of the transactions contemplated by the Loan Documents, Borrower and its subsidiaries are and shall remain

solvent, (f) no union representing the employees of the Borrower or its subsidiaries is striking or threatening to strike, (g) each of the Borrower and its subsidiaries has complied in all material respects with all environmental laws applicable to it or to any properties owned, leased or used by the Borrower at any time, and, to the knowledge of the Borrower, there is no fact or circumstance relating to or affecting any such property or asset that could result in any material liability on the part of the Borrower or its subsidiaries under any such environmental law and Borrower has never received any notice, inquiry or request from any governmental authority or official relating to possible violations of any such environmental law, and (h) the execution, delivery and performance of this Note by the Borrower will not (x) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to the Borrower, or (y) violate or contravene any provision of the organizational documents of the Borrower.

Section 8. Covenants. Until all Obligations have been paid in full, the Borrower shall promptly deliver, or cause to be delivered, copies of all material notices, demands, reports, or requests given to, or received by Borrower relating to the Ochoa Project.

Section 9. Events of Default. Each of the following will constitute an “Event of Default” under this Note:

A. Deemed Liquidation Event. A Deemed Liquidation Event as defined in the Second Amended and Restated Articles of Incorporation of the Borrower (the “Charter”);

B. Payment Default. Failure of the Borrower to pay the principal balance of and accrued interest on this Note when due; and

C. Insolvency Event. The Borrower shall (i) be unable, or admit in writing his inability, to pay his debts generally as they mature, (ii) make a general assignment for the benefit of any of his creditors, (iii) commence a voluntary case or other proceeding seeking relief with respect to himself or his debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of his property by any official in an involuntary case or other proceeding commenced against him, and such case or other proceeding is not dismissed within 60 days of commencement, or (iv) take any action for the purpose of effecting any of the foregoing.

D. Breach of Representations and Warranties. Any representation or warranty made or deemed made by the Borrower to the Holder herein is incorrect in any material respect on the date as of which such representation or warranty was made or deemed made.

E. Other Defaults. A default by either of the Borrower or the Guarantor shall occur in the performance of or compliance with any term contained in this Note or the other Loan Documents or either of the Borrower or the Guarantor fails to observe or perform any covenant, condition or agreement contained in Section 3.3 of the Charter, and in each of the forgoing cases, such default or failure continues for thirty (30) days after written notice to the Borrower.

F. Cross-Defaults. The Borrower or its subsidiaries fails to pay when due any of its debt (other than debt arising under this Note) in excess of \$100,000 or any interest or premium

thereon when due (whether by scheduled maturity, acceleration, demand or otherwise) and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such debt; provided that Investors have funded their obligations under the Purchase Agreement as of the applicable date.

G. Redemption of Preferred B Stock or Preferred C Stock. The Guarantor redeems any amounts of the Preferred B Stock or Preferred C Stock while any amounts remain outstanding pursuant to the Notes.

H. Judgments. One or more judgments or decrees shall be entered against the Borrower and its subsidiaries in an amount in aggregate excess of \$500,000 and all of such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within thirty (30) days from the entry thereof.

If this Note or any payment required to be made thereunder is not paid on the Maturity Date (whether at original maturity or following acceleration), the Holder shall have, in addition to any other rights it may have under applicable laws, the right to set off the indebtedness evidenced by this Note against any indebtedness of such holder to the Borrower.

Upon the occurrence and continuation of one or more of the Events of Default as specified herein, one or more Events of Default specified in the Security Agreement or one or more Defaults specified in the Mortgage, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable.

Section 10. Intercreditor Agreement. Upon receipt of any Payment Note (as defined in the Put Option Agreement) by any Preferred A or Preferred B Shareholder pursuant to the Put Option Agreement, the Borrower and the Holder shall promptly enter into the Intercreditor Agreement in the form of Exhibit A hereto.

Section 11. No Waiver; Remedies. No failure or delay on the part of the holder of this Note in exercising any power or right under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof of the exercise of any other power or right. No notice to the Borrower in any case shall entitle the Borrower to any notice in similar or other circumstances. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 12. GOVERNING LAW. THIS NOTE IS TO BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW. AT THE OPTION OF THE HOLDER, THIS NOTE MAY BE ENFORCED IN ANY FEDERAL COURT OR NEW YORK STATE COURT SITTING IN NEW YORK COUNTY, NEW YORK; AND THE BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT THE VENUE IN SUCH FORUMS IS NOT CONVENIENT. IF THE BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, THE HOLDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE

TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR, IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

Section 13. WAIVER OF JURY TRIAL. THE BORROWER AND, BY ITS ACCEPTANCE OF THIS NOTE, THE HOLDER IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 14. Notices.

A. All communications under this Note shall be in writing and shall be delivered by hand, email or facsimile or mailed by overnight courier or by registered or certified mail, postage prepaid:

1. if to the Borrower:

Intercontinental Potash Corp. (USA)
1030 Johnson Road, Suite 300
Golden, Colorado 80401
Attn: Randall Foote, CEO and President
Email: [●]
with a copy (which shall not constitute notice), to:

Dorsey & Whitney LLP
1400 Wewatta Street
Suite 400
Denver, Colorado 80202
Attn: Kenneth G. Sam
Email: sam.kenneth@dorsey.com

2. if to the Holder

[●]
with a copy (which shall not constitute notice), to:

[●]

B. Any notice so addressed shall be deemed to be given: if delivered by hand, email or facsimile or other electronic transmission, on the date of such delivery if a Business Day and delivered during regular business hours, otherwise the first (1st) Business Day thereafter; if mailed by overnight courier, on the first Business Day following the date of such mailing; and if mailed by registered or certified mail, on the third (3rd) Business Day after the date of such mailing.

Section 15. Successors and Assigns. This Note shall (a) be binding upon the Borrower and its successors and assigns, and (b) inure, together with the rights and remedies of the Holder hereunder, to the benefit of, and be enforceable by, the Holder and its successors, heirs, transferees and assigns. Notwithstanding anything to the contrary, (a) the Borrower may not assign its rights or delegate its obligations hereunder without the prior written consent of the Holder and (b) the Holder may at any time sell, assign, transfer, grant participations in, or otherwise dispose of any portion of its rights or obligations under this Note to any person or entity.

Section 16. Maximum Rate. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to this Note, together with all fees, charges and other amounts that are treated as interest on this Note under applicable law (collectively, the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) that may be contracted for, charged, taken, received or reserved by the Holder in accordance with applicable law, the rate of interest payable in respect hereof, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate.

Section 17. Fees and Expenses. Fees and expenses incurred by the Holder in connection with the Note shall be paid by the Borrower or any affiliate thereof in accordance with Section 9.2(a) of the Purchase Agreement.

Section 18. Indemnity. Borrower agrees to indemnify, pay, defend, and hold Holder, its officers, directors, members, partners, shareholders, participants, beneficiaries, trustees, employees, agents, successors and assigns, any subsequent holder of the Note, any trustee, fiscal agent, servicer, underwriter, and placement agent, (collectively, the “Indemnitees”) harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, causes of action, suits, claims, tax liabilities, broker’s or finders fees (to the extent claiming through Borrower or any affiliate thereof), costs, expenses, and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative, or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated a party thereto) that may be imposed on, incurred by, or asserted against that Indemnitee, in any manner arising out of or relating to the Note, the other Loan Documents (including enforcement thereof), except for any such liabilities, obligations, losses, claims, etc. arising from the gross negligence, willful misconduct or fraud of Holder.

Section 19. Headings. The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand or limit any of the terms or provisions hereof.

Section 20. Presentment; Costs of Collection. The Borrower hereby waives presentment for payment, notice of dishonor, protest and notice of protest.

Section 21. Termination. This Note shall terminate when all amounts due to Holder hereunder and under the other Loan Documents shall have been paid in full and all other obligations hereunder or thereunder shall have been fully performed, so long as the Holder has

no further obligation to advance sums hereunder; *provided* that Section 17 and Section 18 hereto shall survive the termination of the Note.

Section 22. Amendments and Waivers. No term of this Note may be waived, modified or amended except by an instrument in writing signed by both of the parties hereto. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

Section 23. Counterparts. This Note may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission by any of the parties hereto of an executed counterpart of this Note shall be as effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered.

Section 24. Entire Agreement. This Note embodies the entire understanding between the Holder and the Borrower with respect to the subject matter hereof and thereof. This Note supersedes all prior agreements and understandings relating to the subject matter hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has duly caused this Note to be executed as of the date first above written.

**INTERCONTINENTAL POTASH CORP.
(USA)**

By: _____
Name: _____
Title: _____

Exhibit A

Form of Intercreditor Agreement

See Exhibit E to the Put Option Agreement

Exhibit B

Form of Guarantee

GUARANTEE

This Guarantee (“Guarantee”) is made as of February [●], 2016, by Intercontinental Potash Corp. (USA), a Colorado corporation (“Guarantor”), to and for the benefit of [●], a [●] (“Beneficiary”).

RECITALS

WHEREAS, Intercontinental Potash Corp., a Canadian corporation (“MidCo”) owns all of the issued and outstanding shares of Common Stock of the Guarantor and the Series A Shareholders own all of the Series A Shares;

WHEREAS, Series A Shareholders have entered into that certain Securities Modification and Consent Agreement (the “Modification Agreement”) to facilitate the financial transaction described in these recitals (the “Transaction”);

WHEREAS, the Series B Shareholders have made an investment in the Guarantor in an aggregate amount of \$5 million under the terms of that certain Securities Purchase Agreement, dated as of February 29, 2016, and the Guarantor has borrowed \$5 million from certain Lenders (the “Lenders”) (the “Securities Purchase Agreement”). The Guarantor’s obligations to the Lenders are evidenced by senior secured notes and secured under the terms of the Security Agreement and a mortgage on the real property at the Ochoa Project (the “Mortgage”);

WHEREAS, in consideration of, and as a material inducement to, the Series A Shareholders, the Series B Shareholders and the Lenders entering into the transactions contemplated under the Securities Purchase Agreement, MidCo has agreed to provide the Cartesian Investors with the benefits of certain mandatory purchase and other rights under the terms of with that certain Put Option Agreement, dated as of February 29, 2016, (the “Put Option Agreement”), and the Guarantor agreed to guarantee the payment obligations of MidCo under secured promissory note(s) (the “Put Option Notes”) issuable under the terms of the Put Option Agreement and to grant a security interest in the Guarantor’s assets and a mortgage in the Guarantor’s real property interest; and

WHEREAS, this Guarantee is being entered into and executed by the parties pursuant to and in satisfaction of their respective obligations under Section 1(d)(ii) of the Put Option Agreement and hereby memorialize the final terms and conditions with respect to the Guarantee as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor agrees as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein that are defined in the Put Option Agreement or the Put Option Notes (as context dictates) shall have their respective meanings as therein defined.

2. Guarantee. Guarantor hereby irrevocably and unconditionally guarantees to Beneficiary, its successors and assigns, the full and prompt payment when due, whether by acceleration or otherwise, of all of MidCo's payment obligations under the Put Option Notes (collectively, the "Obligations"). If at any time MidCo fails, neglects or refuses to timely or fully perform any of the Obligations as expressly provided in the terms and conditions of the Put Option Notes, then upon receipt of written notice from Beneficiary specifying the failure, Guarantor shall perform, or cause to be performed, any such Obligation as required pursuant to the terms and conditions of the Put Option Agreement.

3. Continuing Guarantee. This Guarantee is a continuing Guarantee by Guarantor of the Obligations. Guarantor hereby consents and agrees that the following actions may be undertaken from time to time without notice to Guarantor:

(a) The Put Option Agreement may be amended in accordance with its terms to increase or decrease the obligations of Beneficiary or MidCo thereunder; and

(b) Beneficiary and MidCo may compromise or settle any unpaid or unperformed Obligation or any other obligation or amount due or owing, or claimed to be due or owing, under the Put Option Notes.

Any other suretyship defenses are hereby waived by the Guarantor.

4. Waivers. Guarantor hereby waives the defenses under this Guarantee of promptness, diligence, presentment, demand for payment, protest, notice of dishonor, notice of default, notice of acceptance, notice of intent to accelerate, notice of acceleration, notice of the incurring of the Obligations created under or pursuant to the Put Option Notes and all other notices whatsoever. With respect to any claim, action or proceeding against Guarantor in connection with this Guarantee, Guarantor shall be entitled to assert only those defenses (other than defenses arising from (i) bankruptcy or insolvency of the MidCo, (ii) failure of the MidCo to have corporate power to enter into the Transaction, or (iii) failure of the MidCo to have authorized the Transactions or to have obtained any approval necessary to enter into and perform the Transactions) that MidCo would be able to assert if such claim, action or proceeding were to be asserted or instituted against MidCo based upon the Put Option Notes.

5. Guarantee of Payment and Performance. Guarantor agrees that this is a Guarantee of payment and performance and not merely a Guarantee of collection. The liability of Guarantor under this Guarantee shall not be conditional or contingent upon the pursuit of any remedy against MidCo.

6. Statute of Limitations. Guarantor agrees that payment or performance of any of the Obligations or other acts that toll any statute of limitations applicable to the Obligations or the Put Option Notes shall also toll the statute of limitations applicable to Guarantor's liability under this Guarantee.

7. Representations and Warranties. Guarantor additionally represents and warrants to Beneficiary as follows:

(a) Guarantor is a corporation duly organized, validly existing, authorized to do business and in good standing under the laws of the State of Colorado.

(b) Guarantor has the requisite corporate power and authority to own its property and assets, transact the business in which it is engaged and to enter into this Guarantee and carry out its obligations hereunder. The execution, delivery, and performance of this Guarantee have been duly and validly authorized and no other corporate proceedings on the part of Guarantor or its affiliates are necessary to authorize this Guarantee.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body or third party is required for the due execution, delivery and performance by Guarantor of this Guarantee.

(d) This Guarantee, when executed, shall constitute a valid and binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms of this Guarantee, except as may be limited by bankruptcy or insolvency or by other laws affecting the rights of creditors generally and except as may be limited by the availability of equitable remedies.

(e) As of the date hereof, the execution, delivery, and performance of this Guarantee does not and will not (i) result in a default, breach or violation of the certificate or articles of incorporation or bylaws of Guarantor, (ii) constitute an event which would permit any person or entity to terminate rights or accelerate the performance or maturity of any indebtedness or obligation of Guarantor, the effect of which would materially affect Guarantor's ability to meet its obligations under this Guarantee, or (iii) constitute an event which would require any consent of a third party or under any agreement to which Guarantor is bound, the absence of which consent would materially and adversely affect Guarantor's ability to meet its obligations under this Guarantee.

8. Amendment. No amendment of any provision of this Guarantee shall be effective unless it is in writing and signed by Guarantor, Beneficiary and any permitted assignee of Beneficiary's rights hereunder, and no waiver of any provision of this Guarantee, and no consent to any departure by Guarantor therefrom, shall be effective unless it is in writing and signed by Beneficiary and any permitted assignee of Beneficiary's rights hereunder.

9. Termination. This Guarantee is a continuing Guarantee and (a) shall remain in full force and effect until payment in full of all of the Obligations, (b) shall be binding upon Guarantor and its successors and (c) shall inure to the benefit of and be enforceable by Beneficiary and its successors and assigns. The Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time payment or any part thereof, of any Obligations or interest thereon, is rescinded or must otherwise be restored or returned by Beneficiary upon the bankruptcy, insolvency, dissolution or reorganization of the

MidCo. Neither Guarantor nor Beneficiary may assign its rights or delegate its duties without the written consent of the other party. Notwithstanding the previous sentence or any other provisions hereof, Beneficiary may assign its rights and delegate its duties (if any) hereunder, upon notice to, but without the consent of, Guarantor, to any assignee to which Beneficiary is permitted to assign its rights under the Put Option Notes under the terms thereof or as to which MidCo has otherwise consented.

10. Revival and Reinstatement. If the incurrence or payment of the Obligations or the obligations of the Guarantor under this Guarantee by the Guarantor or the transfer by the Guarantor to the Beneficiary of any property of the Guarantor should for any reason subsequently be declared to be void or voidable under any state, federal, provincial or territorial law relating to creditors' rights, including provisions of any bankruptcy, insolvency or other similar law or similar Canadian insolvency law relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if the Beneficiary is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that the Beneficiary is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of the Beneficiary related thereto, the liability of the automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

11. Subrogation. The Guarantor will not exercise any rights that he may now or hereafter acquire against MidCo that arise from the existence, payment, performance or enforcement of the Guarantor's obligations under this Guarantee, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from MidCo, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Obligations and all other amounts payable under this Guarantee shall have been indefeasibly paid in full.

12. Subordination. The Guarantor hereby subordinates any and all obligations owed to the Guarantor by MidCo (the "Subordinated Obligations") to the Obligations to the extent that the Obligations (including post-petition interest) are paid in full in any proceeding under any bankruptcy, insolvency or other similar law or similar debtor relief laws or upon any default or event of default to the Beneficiary before the Guarantor receives any payment on account of the Subordinated Obligations. Any sum paid to the Guarantor in violation of this Section shall be held in trust for the benefit of the Beneficiary, segregated from other funds of the Guarantor, and promptly paid or delivered to the Beneficiary in the same form as so received to be credited against the Obligations.

13. Primary Obligations. This Guarantee is a primary and original obligation of the Guarantor, is not merely the creation of a surety relationship, and is an absolute, unconditional, and continuing Guarantee of payment and performance which shall remain in full force and effect without respect to future changes in conditions. The Guarantor hereby agrees that it is directly liable to the Beneficiary, that the obligations of the Guarantor hereunder are independent

of the obligations of MidCo, and that a separate action may be brought against the Guarantor, whether such action is brought against MidCo or whether MidCo is joined in such action. The Guarantor hereby agrees that its liability hereunder shall be immediate and shall not be contingent upon the exercise or enforcement by the Beneficiary of whatever remedies it may have against MidCo, or the enforcement of any lien or realization upon any security by the Beneficiary. The Guarantor hereby agrees that any release which may be given by the Beneficiary to MidCo, or with respect to any property or asset subject to a Lien, shall not release the Guarantor. The Guarantor consents and agrees that the Beneficiary shall have no obligation to marshal any property or assets of any MidCo in favor of the Guarantor, or against or in payment of any or all of the Obligations.

14. Payments; Application. All payments to be made hereunder by the Guarantor shall be made in Dollars, in immediately available funds, and without deduction (whether for taxes or otherwise) or offset and shall be applied to the Obligations in accordance with the terms of the Put Option Notes.

15. Attorneys Fees and Costs. Fees and expenses incurred by the Beneficiary in connection with the Guarantee shall be paid by the Guarantor or any affiliate thereof in accordance with Section 9.2(a) of the Securities Purchase Agreement.

16. Cumulative Remedies. No remedy under this Guarantee, under the Put Option Notes, or any other Loan Document is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and in addition to any and every other remedy given under this Guarantee, under the Put Option Notes, or any other Loan Document, and those provided by law. No delay or omission by the Beneficiary on behalf thereof to exercise any right under this Guarantee shall impair any such right nor be construed to be a waiver thereof. No failure on the part of the Beneficiary on behalf thereof to exercise, and no delay in exercising, any right under this Guarantee shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Guarantee preclude any other or further exercise thereof or the exercise of any other right.

17. Severability of Provisions. Each provision of this Guarantee shall be severable from every other provision of this Guarantee for the purpose of determining the legal enforceability of any specific provision.

18. Entire Agreement; Amendments. This Guarantee constitutes the entire agreement between parties pertaining to the subject matter contained herein. This Guarantee may not be altered, amended, or modified, nor may any provision hereof be waived or noncompliance therewith consented to, except by means of a writing executed by the Guarantor and the Beneficiary. Any such alteration, amendment, modification, waiver, or consent shall be effective only to the extent specified therein and for the specific purpose for which given. No course of dealing and no delay or waiver of any right or default under this Guarantee shall be deemed a waiver of any other, similar or dissimilar, right or default or otherwise prejudice the rights and remedies hereunder.

19. Successors and Assigns. This Guarantee shall be binding upon the Guarantor and its successors and assigns and shall inure to the benefit of the successors and assigns of the Beneficiary; provided, however, the Guarantor shall not assign this Guarantee or delegate any of its duties hereunder without Beneficiary's prior written consent and any unconsented assignment shall be absolutely null and void. In the event of any assignment, participation, or other transfer of rights by the Beneficiary, the rights and benefits herein conferred upon the Beneficiary shall automatically extend to and be vested in such assignee or other transferee.

20. No Third Party Beneficiary. This Guarantee is solely for the benefit of the Beneficiary, and each of their successors and assigns and may not be relied on by any other Person.

21. Costs and Expenses; Indemnity. The Guarantor will pay or reimburse the Beneficiary for all expenses paid or incurred by the Beneficiary in accordance with Section 9.2(a) of the Securities Purchase Agreement. The Guarantor shall indemnify and hold the Beneficiary harmless from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) growing out of or resulting from the Guarantee (including enforcement of the Guarantee) or the Beneficiary's actions pursuant hereto, except claims, losses or liabilities resulting from the Beneficiary's fraud, gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. Any liability of the Guarantor to indemnify and hold the Beneficiary harmless pursuant to the preceding sentence shall be part of the Obligations secured by the Security Agreement. The obligations of the Guarantor under this Section shall survive any termination of this Guarantee.

22. GOVERNING LAW. THIS GUARANTEE IS TO BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW. AT THE OPTION OF THE BENEFICIARY, THIS GUARANTEE MAY BE ENFORCED IN ANY FEDERAL COURT OR NEW YORK STATE COURT SITTING IN NEW YORK COUNTY, NEW YORK; AND THE GUARANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT THE VENUE IN SUCH FORUMS IS NOT CONVENIENT. IF THE GUARANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS GUARANTEE, THE BENEFICIARY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR, IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

23. Waiver of Jury Trial. EACH OF THE GUARANTOR AND THE BENEFICIARY, BY ITS ACCEPTANCE OF THIS GUARANTEE, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

24. Notices. Any notice or other communication in respect of this Guarantee shall be given in accordance with the terms set forth in the Put Option Agreement.

25. Counterparts. This Guarantee may be executed in any number of counterparts, each of which when so executed shall be deemed to constitute one and the same Guarantee. Delivery by facsimile or other electronic transmission by any of the parties hereto of an executed counterpart of this Guarantee shall be as effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered.

26. General. All representations and warranties contained in the Guarantee shall survive the execution, delivery and performance of the Guarantee. The Guarantor waives notice of the acceptance of this Guarantee by the Beneficiary. Captions in the Guarantee are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Guarantee.

[The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has executed this Guarantee as of the date first written above.

INTERCONTINENTAL POTASH CORP. (USA)

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ACCEPTED:

[●]

By: _____

Name: _____

Title: _____

Exhibit C

Form of Security Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of February 29, 2016 (this “Agreement”), is made and given by Intercontinental Potash Corp. (USA), a Colorado corporation (the “Borrower”), to Pangaea Two Acquisition Holdings XIA, LLC, a Delaware limited liability company (the “Secured Party”).

RECITALS

A. Borrower and the Secured Party have entered into a Securities Purchase Agreement dated February 29, 2016 (the “Securities Purchase Agreement”) pursuant to which the Secured Party agreed to extend to the Borrower certain credit accommodations as evidenced by a secured promissory note (the “Secured Note”).

B. In order to induce the Secured Party to extend the credit evidenced by the Secured Note, Debtor has agreed to enter into this Agreement and to grant the Secured Party the security interest in the Collateral described below.

NOW, THEREFORE, in consideration of the premises and in order to induce the Secured Party and the Secured Party to enter into the Securities Purchase Agreement and to extend credit accommodations to the Borrower thereunder, the Borrower hereby agrees with the Secured Party as follows:

Section 1. Defined Terms.

(a) The following terms shall have the respective meanings provided for in the Uniform Commercial Code as in effect from time to time in the State of New York (the “UCC”): “Cash Proceeds,” “Goods “Inventory,” “Noncash Proceeds,” “Payment Intangibles,” “Proceeds,” “Promissory Notes,” and “Supporting Obligations.” Terms used herein which are defined in the UCC on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Holder and the Borrower may mutually agree.

(b) Capitalized terms used and not otherwise defined herein shall have the meanings set forth for such terms in the Secured Note or the Securities Purchase Agreement, as context dictates.

(c) As used in this Agreement, the following terms shall have the meanings indicated:

“Account” means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated, sponsored, licensed or authorized by a state or

governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state. The term includes health-care insurance receivables.

“Account Debtor” shall mean a Person who is obligated on or under any Account, Chattel Paper, Instrument or General Intangible.

“Chattel Paper” shall mean a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods.

“Collateral” shall mean all property and rights in property now owned or hereafter at any time acquired by the Borrower in or upon which a Security Interest is granted to the Secured Party by the Borrower under this Agreement.

“Control” shall have the meaning given to such term in the Uniform Commercial Code in effect in the State of New York as of the date of this Agreement.

“Copyrights” means any and all rights in any published and unpublished works of authorship, including (i) copyrights, (ii) copyright registrations and recordings thereof and all applications in connection therewith and (iii) all renewals, extensions, restorations and reversions thereof.

“Deposit Account” shall mean any demand, time, savings, passbook or similar account maintained with a bank, excluding any Excluded Deposit Account.

“Document” shall mean a document of title or a warehouse receipt.

“Equipment” shall mean all machinery, equipment, motor vehicles, furniture, furnishings and fixtures, including all accessions, accessories and attachments thereto, and any guaranties, warranties, indemnities and other agreements of manufacturers, vendors and others with respect to such Equipment.

“Equity Interests” shall mean all shares, interests, participation or other equivalents, however designated, of or in a corporation, a limited liability company, a general partnership, a limited liability partnership or a limited partnership, whether or not voting, including but not limited to common stock, limited liability company member interests, warrants, partnership interests, preferred stock, convertible debentures, and all agreements, instruments and documents convertible, in whole or in part, into any one or more or all of the foregoing.

“Event of Default” shall have the meaning given to such term in Section 19 hereof.

“Excluded Assets” shall mean, collectively, (i) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of

Borrower, if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or such sections of the Uniform Commercial Code as in effect in other jurisdictions) or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Secured Party's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of this clause (i) shall in no way be construed to limit, impair, or otherwise affect any of Secured Party's continuing security interests in and liens upon any rights or interests of Borrower in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Equity Interests (including any Accounts or Equity Interests), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Equity Interests); (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral; or (iii) any Excluded Deposit Account.

"Excluded Deposit Accounts" means (1) any Deposit Accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Borrower's salaried employees, (2) escrow arrangements (e.g., environmental indemnity accounts), (3) any deposit account the balance of which is swept at the end of each Business Day into a Deposit Account subject to a control agreement, and (4) any deposit account holding customer deposits which by its terms or applicable law may not be pledged.

"Financing Statement" shall have the meaning given to such term in Section 4 hereof.

"Fixtures" shall mean goods that have become so related to particular real property that an interest in them arises under real property law.

"General Intangibles" shall mean any personal property (other than goods, Accounts, Chattel Paper, Deposit Accounts, Documents, Instruments, Investment Property, Letter of Credit Rights and money) including things in action, contract rights, payment intangibles, software, corporate and other business records, inventions, designs, Patents, patent applications, service marks, trademarks, tradenames, trade secrets, internet domain names, engineering drawings, good will, registrations, copyrights, licenses,

franchises, customer lists, tax refund claims, royalties, licensing and product rights, rights to the retrieval from third parties of electronically processed and recorded data and all rights to payment resulting from an order of any court.

“Instrument” shall mean a negotiable instrument or any other writing which evidences a right to the payment of a monetary obligation and is not itself a security agreement or lease and is of a type which is transferred in the ordinary course of business by delivery with any necessary endorsement or assignment.

“Intellectual Property” means any and all Patents, Copyrights, Trademarks, Goodwill, uniform resource locations (URL’s) and domain names.

“Investment Property” shall mean a security, whether certificated or uncertificated, a security entitlement, a securities account and all financial assets therein, a commodity contract or a commodity account.

“Letter of Credit Right” shall mean a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

“Licenses” means, with respect to any Person (the “Specified Party”), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Borrower pursuant to end-user licenses).

“Lien” shall mean any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device (including the interest of the lessors under capitalized leases), in, of or on any assets or properties of the Person referred to.

“Patents” means patents and patent applications (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Law with respect to use of any patents, (ii) continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, and (iii) rights corresponding thereto throughout the world.

“Person” shall mean any individual, corporation, partnership, limited partnership, limited liability company, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity, whether acting in an individual, fiduciary or other capacity.

“Pledged Collateral” shall mean collectively (a) the Pledged Equity Interests and the certificates and instruments representing the Pledged Equity Interests, and all

dividends, interest, principal, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Equity Interests and (b) all additional shares of stock, limited liability company member interests, partnership interests and debt of any issuer of or obligor upon the Pledged Equity Interests from time to time acquired by any Borrower in any manner, and the certificates and instruments representing such additional shares, member interest, partnership interests and debt, and all dividends, interest, principal, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, limited liability company member interests, partnership interests and debt.

“Pledged Equity Interests” shall mean the Equity Interests, if any, described in Schedule I hereto issued by the corporations, limited liability companies and partnerships named therein, including (a) the Borrower’s capital account, if any, relating to the issuers of such Equity Interests, (b) the entire economic and voting interest of any Borrower as a shareholder, member or partner, as applicable, in the issuers of such Equity Interest and (c) the Borrower’s interest in the organizational documents of the issuers of such Equity Interests.

“Secured Party” shall have the meaning indicated in the opening paragraph hereof.

“Securities Account” shall have the meaning given to such term in Section 4-8-501 the Uniform Commercial Code in effect in the State of New York as of the date of this Agreement.

“Securities Purchase Agreement” shall have the meaning indicated in Recital A.

“Security Interest” shall have the meaning given such term in Section 2 hereof.

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, brand names, logos, symbols, trade dress, assumed names, fictitious names and service mark applications, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with (i) all extensions, modifications and renewals thereof, (ii) the goodwill of the Borrower’s business symbolized by the foregoing or connected therewith, and (iii) all of the Borrower’s rights corresponding thereto throughout the world.

(d) All other terms used in this Agreement which are not specifically defined herein shall have the meaning assigned to such terms in Article 9 of the Uniform Commercial Code as in effect in the State of New York.

(e) Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the singular, the plural and “or” has the inclusive meaning represented by the phrase “and/or.” The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The

words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections are references to Sections in this Agreement unless otherwise provided.

Section 2. Grant of Security Interest. As security for the payment and performance of its obligations to the Secured Party under the Securities Purchase Agreement, Borrower hereby grants to the Secured Party for the benefit of the Secured Party a security interest (the “Security Interest”) in all of such Borrower ’s right, title, and interest in and to the following, whether now or hereafter owned, existing, arising or acquired and wherever located:

- (a) All Accounts.
- (b) All Chattel Paper.
- (c) All Deposit Accounts.
- (d) All Documents.
- (e) All Equipment.
- (f) All Goods.
- (g) All Fixtures.
- (h) All General Intangibles (including, without limitation, all Payment Intangibles, Intellectual Property and Licenses);
- (i) All Instruments.
- (j) All Investment Property.
- (k) All Letter of Credit Rights.
- (l) All Supporting Obligations.
- (m) All Pledged Collateral.
- (n) To the extent not otherwise included in the foregoing, all other rights to the payment of money, including rents and other sums payable to the Borrower under leases, rental agreements and other Chattel Paper, all books, correspondence, credit files, records, invoices, bills of lading, and other documents relating to any of the foregoing, including, without limitation, all tapes, cards, disks, computer software, computer runs, and other papers and documents in the possession or control of the Borrower or any computer bureau from time to time acting for the Borrower; all rights in, to and under all policies insuring the life of any officer, director, stockholder or employee of the Borrower, the proceeds of which are payable to the Borrower; all accessions and additions to, parts and appurtenances of, substitutions for and replacements of any of the foregoing; and all proceeds (including insurance proceeds) and products thereof.

(o) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral.

Notwithstanding the foregoing, nothing herein shall constitute, or be deemed to constitute, an assignment, hypothecation or pledge of, or a grant of a security interest in, and “Collateral” shall not include, any Excluded Assets; provided, however, that the Collateral shall include all Proceeds of Excluded Assets unless otherwise constituting Excluded Assets.

Section 3. Borrower Remain Liable. Anything herein to the contrary notwithstanding, (a) the Borrower shall remain liable under the Accounts, Chattel Paper, General Intangibles and other items included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Borrower from any of its duties or obligations under the Accounts or any other items included in the Collateral, and (c) the Secured Party shall have no obligation or liability under Accounts, Chattel Paper, General Intangibles and other items included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 4. Title to Collateral. The Borrower has (or will have at the time it acquires rights in Collateral hereafter acquired or arising) and will maintain so long as the Security Interest may remain outstanding, title to each item of Collateral (including the proceeds and products thereof), free and clear of all liens except the Security Interest. The Borrower will not license any Collateral. The Borrower will defend the Collateral against all claims or demands of all Persons (other than the Secured Party) claiming the Collateral or any interest therein. As of the date of execution of this Agreement, no effective financing statement or other similar document used to perfect and preserve a security interest under the laws of any jurisdiction (a “Financing Statement”) covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Secured Party relating to this Agreement.

Section 5. Disposition of Collateral. The Borrower will not sell, lease or otherwise dispose of, or discount or factor with or without recourse, any Collateral, except (i) sales in the ordinary course of business, (ii) disposition of worn out or obsolete Equipment, or (iii) abandonment of Intellectual Property that Borrower has determined in its good faith business judgment is no longer of material value to the business of Borrower. The Borrower shall take commercially reasonable actions to preserve and maintain all of its material Trademarks, Patents, Copyrights, Licenses, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability.

Section 6. Delivery of Pledged Collateral. All certificates and instruments representing or evidencing the Pledged Collateral shall be delivered to the Secured Party contemporaneously with the execution of this Agreement, but only to the extent that such certificates and instruments exist. All certificates and instruments representing or evidencing Pledged Collateral received by the Borrower after the execution of this Agreement shall be delivered to the Secured Party promptly upon that Borrower’s receipt thereof. All such certificates and instruments shall be held by or on behalf of the Secured Party and shall be in suitable form for transfer by delivery, or

shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Secured Party. The Secured Party shall have the right at any time after an Event of Default, to cause any or all of the Pledged Equity Interests to be transferred of record into the name of the Secured Party or its and to exchange certificates representing or evidencing Pledged Equity Interests for certificates of smaller or larger denominations.

Section 7. Certain Warranties and Covenants. The Borrower makes the following warranties and covenants:

(a) The Pledged Equity Interests have been duly authorized and validly issued by the issuer thereof and are fully paid and non-assessable. The certificates and instruments, as applicable, representing the Pledged Collateral are genuine. The Pledged Collateral is not subject to any offset or similar right or claim of the issuers thereof.

(b) The Pledged Equity Interests constitute the percentage of the issued and outstanding ownership interests of the respective issuers thereof indicated on Schedule I (if any such percentage is so indicated). The entities listed in Schedule I are the Borrower's only subsidiaries existing on the date hereof. The Pledged Equity Interests have been duly authorized and validly issued and are fully paid and nonassessable (except as such rights may arise under mandatory provisions of applicable statutory law that may not be waived) and with respect to Pledged Equity Interests pledged on the date hereof, the holders thereof are not entitled to any preemptive, first refusal or other similar rights. Except as noted in Schedule I hereto, the Pledged Shares constitute 100% of the issued shares of Equity Interests of the subsidiaries listed therein as of the date hereof

(c) None of the Pledged Collateral (i) shall be deposited in, credited to or otherwise subject to any Securities Account, except a Securities Account subject to the Control of the Secured Party, or (ii) shall be subject to the Control of any Person other than the Borrower and the Secured Party.

(d) The Borrower will (i) cause each issuer of the Pledged Equity Interests that it controls not to issue any Equity Interests in addition to or in substitution for the Pledged Shares issued by such issuer, except to the Borrower or as otherwise permitted by the Secured Party, and (ii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional Equity Interests of each issuer of the Pledged Equity Interests that are issued to the Borrower.

(e) Borrower shall not, without written notice to Secured Party, add any new offices or business locations, other than the locations identified on Schedule II, including other locations where Collateral is held (unless such new offices or business locations contain less than One Hundred Fifty Thousand Dollars (\$150,000) in assets or property and the Borrower does not maintain material books and records or Instruments with value in excess of Fifty Thousand Dollars (\$50,000)). The Borrower's exact legal name, chief place of business and chief executive office, jurisdiction of organization, organizational ID number and the place where such Borrower keeps its material Records concerning Accounts are located at the addresses specified therefor in Schedule III hereto (as

amended, supplemented or otherwise modified from time to time in accordance with the terms hereof). None of the Accounts in excess of One Hundred Thousand Dollars (\$150,000) are evidenced by Promissory Notes or other Instruments, except for those that have been delivered to the Secured Party to the extent otherwise required herein. Set forth in Schedule IV hereto is a complete and accurate list, as of the date of this Agreement, of each Deposit Account, Securities Account and Commodities Account of the Borrower (in each case, other than Excluded Deposit Accounts), together with the name and address of each institution at which each such account is maintained, the account number for each such account and a description of the purpose of each such account. All of the Promissory Notes, Chattel Paper Instruments and Letter of Credit Rights, in each case, with a value in excess of Fifty Thousand Dollars (\$50,000), for which the Borrower is a payee are listed in Schedule V hereto along with the information relating to the applicable payor, payee, date of creation and amount thereunder (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof).

(f) All material registered United States Copyrights, registered United States Trademarks, and issued United States Patents that are owned by such Borrower are valid, subsisting and, enforceable and have at all times been maintained in compliance with all laws, rules, regulations, and orders of any governmental authority applicable thereto.

(g) As of the date hereof, no Borrower holds any Commercial Tort Claims in excess of One Hundred Thousand Dollars (\$100,000) except for such claims described in Schedule VI hereto.

Section 8. Names, Offices, Locations, Jurisdiction of Organization. The Borrower will not locate or relocate any item of Collateral into any jurisdiction in which an additional Financing Statement would be required to be filed to maintain the Secured Party's perfected security interest in such Collateral without the prior written consent of the Secured Party. The Borrower will not change its name, the location of its chief place of business and chief executive office or its organizational structure (including without limitation, its jurisdiction of organization) unless the Secured Party has been given at least 30 days prior written notice thereof and the Borrower has executed and delivered to the Secured Party such Financing Statements and other instruments required or appropriate to continue the perfection of the Security Interest.

Section 9. Rights to Payment. Each Account, Chattel Paper, Document, General Intangible and Instrument constituting or evidencing Collateral is (or, in the case of all future Collateral, will be when arising or issued) the valid, genuine and legally enforceable obligation of the Account Debtor or other obligor named therein or in the relative Borrower's records pertaining thereto as being obligated to pay or perform such obligation. Without the Secured Party's prior written consent, the Borrower will not agree to any modifications, amendments, subordinations, cancellations or terminations of the obligations of any such Account Debtors or other obligors except in the ordinary course of business. The Borrower will perform and comply in all material respects with all its obligations under any items included in the Collateral and exercise promptly and diligently its rights thereunder.

Section 10. Further Assurances; Attorney-in-Fact.

(a) The Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Secured Party may reasonably request, in order to perfect and protect the Security Interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral (but any failure to request or assure that the Borrower execute and deliver such instrument or documents or to take such action shall not affect or impair the validity, sufficiency or enforceability of this Agreement and the Security Interest, regardless of whether any such item was or was not executed and delivered or action taken in a similar context or on a prior occasion). Without limiting the generality of the foregoing, the Borrower will, promptly and from time to time at the request of the Secured Party: (i) execute and file such Financing Statements or continuation statements in respect thereof, or amendments thereto, and such other instruments or notices (including fixture filings with any necessary legal descriptions as to any goods included in the Collateral which the Secured Party determines might be deemed to be fixtures, and instruments and notices with respect to vehicle titles), as may be necessary or desirable, or as the Secured Party may request, in order to perfect, preserve, and enhance the Security Interest granted or purported to be granted hereby; (ii) obtain from any bailee holding any item of Collateral an acknowledgement, in form satisfactory to the Secured Party that such bailee holds such collateral for the benefit of the Secured Party; (iii) obtain from any securities intermediary or depository bank, or other party holding any item of Collateral, control agreements in form satisfactory to the Secured Party, *provided* that the Borrower shall obtain such control agreements within seventy-five (75) days after the Closing Date for all Accounts existing as of the Closing Date and within seventy-five (75) days after creation or acquisition thereof for all accounts created or acquired after the Closing Date; (iv) deliver and pledge to the Secured Party, all Instruments and Documents, duly indorsed or accompanied by duly executed instruments of transfer or assignment, with full recourse to the Borrower, all in form and substance satisfactory to the Secured Party; (v) if at any time after the date hereof, the Borrower acquires or holds any Commercial Tort Claim in excess of One Hundred Thousand Dollars (\$100,000) the Borrower shall, within sixty (60) days notify the Secured Party in a writing signed by the Borrower setting forth a brief description of such Commercial Tort Claim and granting to the Secured Party a security interest therein and in the proceeds thereof, which writing shall incorporate the provisions hereof and shall be in form and substance reasonably satisfactory to the Secured Party; (vi) notify the Secured Party in writing within forty-five (45) days after the creation or acquisition of any new United States Patents, Trademarks or Copyrights that are registered or the subject of pending applications for registrations, in each case, which were acquired, registered, or for which applications for registration were filed by any Borrower during the prior period and any statement of use or amendment to allege use with respect to intent-to-use trademark applications; (vii) upon the request of the Secured Party, in order to facilitate filings with the United States Patent and Trademark Office and the United States Copyright Office with respect to issued U.S. Patents (and applications therefor), U.S. registered Trademarks (and applications therefor) or registered U.S. Copyrights, the Borrower shall execute and deliver to Secured Party one or more Notices of Grant of a Security Interest to further evidence the Secured

Party's lien on the Borrower's material Patents, Trademarks, or Copyrights; and (viii) obtain waivers, in form satisfactory to the Secured Party, of any claim to any Collateral from any landlords or mortgagees of any property where any Equipment is located.

(b) The Borrower hereby authorizes the Secured Party to file one or more Financing Statements or continuation statements in respect thereof, and amendments thereto, relating to all or any part of the Collateral where permitted by law, including Financing Statements designating the Collateral as "all assets" or "all personal property" or words of like import. The Borrower irrevocably waives any right to notice of any such filing.

(c) In furtherance, and not in limitation, of the other rights, powers and remedies granted to the Secured Party in this Agreement, the Borrower hereby appoints (with such appointment to become effective upon the occurrence of an Event of Default) the Secured Party the Borrower's attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, from time to time in the Secured Party's good faith discretion, to take any action (including the right to collect on any Collateral) and to execute any instrument that the Secured Party may reasonably believe is necessary or advisable to enforce its rights under this Agreement, in a manner consistent with the terms hereof.

Section 11. Taxes and Claims. The Borrower will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest, as well as all other claims of any kind (including claims for labor, material and supplies) against or with respect to the Collateral, except to the extent (a) such taxes, charges or claims are being contested in good faith by appropriate proceedings, (b) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (c) such taxes, charges or claims are adequately reserved against on the Borrower's books in accordance with generally accepted accounting principles.

Section 12. Books and Records. The Borrower will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including a record of all payments received and credits granted with respect to all Accounts, Chattel Paper and other items included in the Collateral.

Section 13. Verifications. The Secured Party or its designee is authorized to contact Account Debtors and other Persons obligated on any such Collateral from time to time to verify the existence, amount and/or terms of such Collateral.

Section 14. Notice of Loss. The Borrower will promptly notify the Secured Party of any loss of or material damage to any material item of Collateral or of any substantial adverse change, known to the Borrower, in any material item of Collateral or the prospect of payment or performance thereof.

Section 15. Insurance. The Borrower will keep the Equipment insured against "all risks" for the full replacement cost thereof subject to a deductible not exceeding that which is

customary for a business of the type and size of the Borrower and with an insurance company or companies as are satisfactory to the Secured Party, the policies to protect the Secured Party as its interests may appear, with such policies or certificates with respect thereto to be delivered to the Secured Party at its request. Each such policy or the certificate with respect thereto shall provide that such policy shall not be canceled or allowed to lapse unless at least 30 days prior written notice is given to the Secured Party.

Section 16. Action by the Secured Party. If the Borrower at any time fails to perform or observe any of the foregoing agreements, the Secured Party shall have (and the Borrower hereby grants to the Secured Party) the right, power and authority (but not the duty) to perform or observe such agreement on behalf and in the name, place and stead of the Borrower (or, at the Secured Party's option, in the Secured Party's name) and to take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of liens, the procurement and maintenance of insurance, the execution of assignments, security agreements and Financing Statements, and the indorsement of instruments); and the Borrower shall thereupon pay to the Secured Party on demand the amount of all monies expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Secured Party in connection with or as a result of the performance or observance of such agreements or the taking of such action by the Secured Party, together with interest thereon from the date expended or incurred at the highest lawful rate then applicable to any of the Obligations, and all such monies expended, costs and expenses and interest thereon shall be part of the Obligations secured by the Security Interest.

Section 17. Insurance Claims. As additional security for the payment and performance of the Obligations, the Borrower hereby assigns to the Secured Party for the benefit of the Secured Party any and all monies (including proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of the Borrower with respect to, any and all policies of insurance now or at any time hereafter covering the Collateral or any evidence thereof or any business records or valuable papers pertaining thereto. At any time insurance claims (or potential insurance claims) in excess of Seventy-Five Thousand Dollars (\$75,000) in the aggregate are outstanding, whether before or after the occurrence of any Event of Default, the Secured Party may (but need not), in the Secured Party's name or in the Borrower's name, execute and deliver proofs of claim, receive all such monies, indorse checks and other instruments representing payment of such monies, and adjust, litigate, compromise or release any claim against the issuer of any such policy. Notwithstanding any of the foregoing, so long as no Event of Default exists, the Borrower shall be entitled to all insurance proceeds with respect to Equipment provided that such proceeds are applied to the cost of replacement Equipment within 180 days after the receipt thereof.

Section 18. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be deemed to have exercised reasonable care in the safekeeping of any Collateral in its possession if such Collateral is accorded treatment substantially equal to the safekeeping which the Secured Party accords its own property of like kind. Except for the safekeeping of any Collateral in its possession and the accounting for monies and for other properties actually received by it hereunder, the Secured Party shall have no

duty, as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any Persons or any other rights pertaining to any Collateral. The Secured Party will take action in the nature of exchanges, conversions, redemptions, tenders and the like requested in writing by the Borrower with respect to the Collateral in the Secured Party's possession if the Secured Party in its reasonable judgment determines that such action will not impair the Security Interest or the value of the Collateral, but a failure of the Secured Party to comply with any such request shall not of itself be deemed a failure to exercise reasonable care with respect to the taking of any necessary steps to preserve rights against any Persons or any other rights pertaining to any Collateral.

Section 19. Default. Each of the following occurrences shall constitute an Event of Default under this Agreement: (a) the occurrence of an event of default under the Secured Note, (b) any default in the performance of any obligation of the Borrower hereunder or under any instrument or agreement executed and delivered to secure payment of Borrower's indebtedness to Secured Party and (c) Borrower shall be unable, or admit in writing its inability, to pay its debts, or shall not pay its debts generally as they come due, or shall make any assignment for the benefit of creditors.

Section 20. Remedies on Default. Upon the occurrence of an Event of Default and at any time thereafter:

(a) The Secured Party may exercise and enforce any and all rights and remedies available upon default to a secured party under Article 9 of the Uniform Commercial Code as in effect in the State of New York.

(b) The Secured Party shall have the right to enter upon and into and take possession of all or such part or parts of the properties of the Borrower, including lands, plants, buildings, Equipment and other property as may be necessary or appropriate in the judgment of the Secured Party to permit or enable the Secured Party to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of all or any part of the Collateral, as the Secured Party may elect, and to use and operate said properties for said purposes and for such length of time as the Secured Party may deem necessary or appropriate for said purposes without the payment of any compensation to the Borrower therefor. The Secured Party may require the Borrower to, and the Borrower hereby agrees that it will, at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place or places to be designated by the Secured Party. The Secured Party may give any entitlement orders deemed appropriate by it with respect to the Investment Property and Pledged Collateral.

(c) Any disposition of Collateral may be in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit, or for future delivery, and upon such other terms as the Secured Party may reasonably believe are commercially reasonable. The Secured Party shall not be obligated to dispose of Collateral regardless of notice of sale having been given, and the Secured Party may

adjourn any public or private sale from time to time by announcement made at the time and place fixed therefor, and such disposition may, without further notice, be made at the time and place to which it was so adjourned.

(d) The Secured Party is hereby granted a license or other right to use, without charge, all of the Borrower's property, including, without limitation, all of the Borrower's labels, trademarks, copyrights, patents and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral, and the Borrower's rights under all licenses and all franchise agreements shall inure to the Secured Party's benefit until the Obligations are paid in full.

(e) If notice to the Borrower of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given in the manner specified for the giving of notice in 25 hereof at least ten calendar days prior to the date of intended disposition or other action, and the Secured Party may exercise or enforce any and all other rights or remedies available by law or agreement against the Collateral, against the Borrower, or against any other Person or property. The Secured Party (i) may dispose of the Collateral in its then present condition or following such preparation and processing as the Secured Party deems commercially reasonable, (ii) shall have no duty to prepare or process the Collateral prior to sale, (iii) may disclaim warranties of title, possession, quiet enjoyment and the like, and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Collateral.

Section 21. Remedies as to Certain Rights to Payment. Upon the occurrence of an Event of Default and at any time thereafter the Secured Party may notify any Account Debtor or other Person obligated on any Accounts or other Collateral that the same have been assigned or transferred to the Secured Party and that the same should be performed as requested by, or paid directly to, the Secured Party, as the case may be. The Borrower shall join in giving such notice, if the Secured Party so requests. The Secured Party may, in the Secured Party's name or in the Borrower's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such Collateral or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligation of any such Account Debtor or other Person. If any payments on any such Collateral are received by the Borrower after an Event of Default has occurred, such payments shall be held in trust by the Borrower as the property of the Secured Party and shall not be commingled with any funds or property of the Borrower and shall be forthwith remitted to the Secured Party for application on the Obligations.

Section 22. Application of Proceeds. All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, or then or at any time thereafter be applied in whole or in part by the Secured Party against, all or any part of the Obligations (including, without limitation, any expenses of the Secured Party payable pursuant to Section 23 hereof).

Section 23. Additional Guarantors. The Borrower will arrange to have any new subsidiary it creates or acquires join this Agreement and provide a guaranty of the Borrower's Obligations under the Secured Note pursuant to a security agreement supplement in a form reasonably acceptable to the Borrower and the Secured Party within thirty (30) days after the creation or acquisition of such subsidiary.

Section 24. Costs and Expenses; Indemnity. The Borrower will pay or reimburse the Secured Party for all expenses paid or incurred by the Secured Party in accordance with Section 9.2(a) of the Securities Purchase Agreement. The Borrower shall indemnify and hold the Secured Party harmless from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Agreement and the Security Interest hereby created (including enforcement of this Agreement) or the Secured Party's actions pursuant hereto, except claims, losses or liabilities resulting from the Secured Party's fraud, gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction. Any liability of the Borrower to indemnify and hold the Secured Party harmless pursuant to the preceding sentence shall be part of the Obligations secured by the Security Interest. The obligations of the Borrower under this Section shall survive any termination of this Agreement.

Section 25. Waivers; Remedies; Marshalling. This Agreement can be waived, modified, amended, terminated, discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver so signed shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to the Secured Party. All rights and remedies of the Secured Party shall be cumulative and may be exercised singly in any order or sequence, or concurrently, at the Secured Party's option, and the exercise or enforcement of any such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Borrower hereby waive all requirements of law, if any, relating to the marshalling of assets which would be applicable in connection with the enforcement by the Secured Party of its remedies hereunder, absent this waiver.

Section 26. Notices. Any notice or other communication to any party in connection with this Agreement shall be given in the manner required by the Securities Purchase Agreement.

Section 27. Continuing Security Interest; Assignments under Secured Note. This Agreement shall (a) create a continuing security interest in the Collateral and shall remain in full force and effect until payment in full of the Obligations and the expiration of the obligations, if any, of the Secured Party to extend credit accommodations to the Borrower, (b) be binding upon the Borrower, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Secured Party and its successors, transferees, and assigns. Without limiting the generality of the foregoing clause (c), the Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under the Secured Note to any other Persons to the extent and in the manner provided in the Secured Note and may similarly transfer all or any portion of its rights under this Agreement to such Persons.

Section 28. Termination of Security Interest. Upon payment in full of the Obligations and the expiration or termination of any obligation of the Secured Party to extend credit accommodations to the Borrower, the Security Interest granted hereby shall terminate. Upon any such termination, the Secured Party will return to the Borrower such of the Collateral then in the possession of the Secured Party as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence such termination. Any reversion or return of Collateral upon termination of this Agreement and any instruments of transfer or termination shall be at the expense of the Borrower and shall be without warranty by, or recourse on, the Secured Party.

Section 29. Governing Law and Construction. **THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

Section 30. Consent to Jurisdiction. **AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR NEW YORK STATE COURT SITTING IN NEW YORK COUNTY; AND THE BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT THE BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.**

Section 31. Waiver of Jury Trial. **EACH OF THE BORROWER AND THE SECURED PARTY, BY ITS ACCEPTANCE OF THIS AGREEMENT, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 32. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission by any of the parties hereto of an executed counterpart of this Agreement shall be as effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered.

Section 33. General. All representations and warranties contained in this Agreement or in any other agreement between the Borrower and the Secured Party shall survive the execution, delivery and performance of this Agreement and the creation of the Obligations. The Borrower waives notice of the acceptance of this Agreement by the Secured Party. Captions in this Agreement are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first above written.

INTERCONTINENTAL POTASH CORP. (USA)

By _____

Name: Randy Foote

Title: CEO and President

SCHEDULE I

PLEDGED EQUITY INTERESTS

Issuer	Holder	Number Interests	Percentage of Ownership	Certificate Number	Class of Interest
None					

SCHEDULE II

LOCATIONS OF COLLATERAL

Main Office
600 W Bender Blvd
Hobbs, NM 88240

Core Lab
300 N Grimes
Hobbs, NM 88240

Bulk Storage – equipment and samples
1280 w 47th Ave
Denver, CO 80404

SCHEDULE III

**LEGAL NAMES, CHIEF EXECUTIVE OFFICE, ORGANIZATIONAL ID NUMBER,
JURISDICTION**

Legal Name	Chief Executive Office Location	Organizational ID Number	Jurisdiction of Organization
Intercontinental Potash Corp. (USA)	600 W Bender Blvd, Hobbs, NM 88240	FEIN 98-0564900	Colorado

SCHEDULE IV

DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS AND COMMODITIES ACCOUNTS

Entity	Bank	Bank Address	Account Number	Account Purpose
Intercontinental Potash Corp. (USA)	Wells Fargo	P.O. Box 6995 Portland, OR 97228-6995	6834949536	General
Intercontinental Potash Corp. (USA)	Wells Fargo	P.O. Box 6995 Portland, OR 97228-6995	7711179791	Saving
Intercontinental Potash Corp. (USA)	Wells Fargo	P.O. Box 6995 Portland, OR 97228-6995	5586828864	Restricted
Intercontinental Potash Corp. (USA)	Wells Fargo	P.O. Box 6995 Portland, OR 97228-6995	2757817362	Imprest/petty cash

SCHEDULE V

PROMISSORY NOTES, CHATTEL PAPER, OTHER INSTRUMENTS AND LETTER OF CREDIT RIGHTS

Payor	Payee	Date	Amount
None			

SCHEDULE VI

COMMERICAL TORT CLAIMS

None

Exhibit D

Form of Mortgage

This instrument was prepared by and
after recording should be returned to:

Dorsey & Whitney LLP (JLR)
50th South 6th Street, Suite 1500
Minneapolis, MN 55402

**LEASEHOLD MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, FINANCING STATEMENT,
FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING**

(THIS MORTGAGE SECURES FUTURE ADVANCES)

by and from

INTERCONTINENTAL POTASH CORP. (USA),
a Colorado corporation,
“**Mortgagor**”

to

PANGAEA TWO ACQUISITION HOLDINGS XIA, LLC,
a Delaware limited liability company
“**Mortgagee**”

Dated: February 29, 2016

**NOTE TO RECORDER: THIS MORTGAGE CONSTITUTES A FIXTURE FILING AND
COVERS AS-EXTRACTED COLLATERAL UNDER THE UCC (AS DEFINED HEREIN) AND
IS TO BE CROSS-REFERENCED IN THE UCC RECORDS.**

**MORTGAGEE, AS SECURED PARTY, DESIRES THIS FIXTURE FILING AND FINANCING
STATEMENT COVERING AS-EXTRACTED COLLATERAL TO BE INDEXED AGAINST
THE OWNER OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN.**

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.

**LEASEHOLD MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, FINANCING STATEMENT,
FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING**

THIS LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FINANCING STATEMENT, FIXTURE FILING AND AS-EXTRACTED COLLATERAL FILING (this “Mortgage”) is made and executed this 29th day of February, 2016 and is made and delivered by **INTERCONTINENTAL POTASH CORP. (USA)**, a Colorado corporation (“Mortgagor”), whose address is 1030 Johnson Road, Suite 300, Golden, Colorado 80401, to and in favor of Pangaea Two Acquisition Holdings XIA, LLC, a Delaware limited liability company, with an address of 505 Fifth Avenue, 15th Floor, New York, NY, 10017 (together with its successors and assigns, “Mortgagee”).

1. DEFINITIONS

1.1 Use of Capitalized Terms. All capitalized terms used herein without definition, unless otherwise indicated, shall have the respective meanings ascribed to them in the Note (as defined below).

1.2 Definitions. The following terms used in this Mortgage shall have the meanings set forth:

“Bankruptcy Code” shall have the meaning set forth in Section 6.2 hereof.

“Borrower” shall mean Intercontinental Potash Corp. (USA), a Colorado corporation.

“Default” shall mean (a) Mortgagor shall fail to observe or perform any covenant or agreement applicable to Mortgagor under this Mortgage; or (b) any representation or warranty made by Mortgagor in this Mortgage or any schedule, exhibit, supplement or attachment hereto or in any financial statements, or reports or certificates heretofore or at any time hereafter submitted by or on behalf of Mortgagor to the Mortgagee shall prove to have been false or materially misleading when made; or (c) the occurrence of any Event of Default as defined in the Note.

“Law” shall mean any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, injunction, writ, decree, judgment, lien or award of or settlement agreement with any Official Body.

“Material Adverse Change” shall mean any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of the Note, this Mortgage or the Security Agreement, (b) is or could reasonably be expected to be materially adverse to the business, properties, assets, financial condition or results of operations of the Borrower and its subsidiaries taken as a whole, (c) impairs or could reasonably be expected to impair materially the ability of the Mortgagor to duly and punctually pay or perform its Secured Obligations, or (d) impairs materially or could reasonably be expected to impair materially the ability of the Mortgagee, to the extent permitted, to enforce its legal remedies pursuant to the Note or this Mortgage.

“Mortgaged Property” shall mean all of Mortgagor’s respective right, title and interest now owned or hereafter acquired, installed, maintained or in force, in and to all of the following:

(i) the leasehold interests of Mortgagor, as indicated on Exhibit A attached hereto and incorporated herein by this reference, in the real property indicated on Exhibit A hereto (the “Leased Land”), demised pursuant to the agreements identified at Exhibit A hereto (as such agreements may be supplemented, amended, restated, replaced or modified from time to time, each such agreement a “Mortgaged Lease,” and collectively the “Mortgaged Leases”), together with any greater estate therein as may now exist or hereafter may be acquired by Mortgagor;

(ii) the other real property interests of Mortgagor, as indicated on Exhibit B attached hereto and incorporated herein by this reference, in the property indicated on Exhibit B hereto, together with any greater estate therein as may now exist or hereafter may be acquired by Mortgagor (the “Other Property”);

(iii) notwithstanding any provision to the contrary contained in any other recorded deed of trust, mortgage or amendment thereto, all buildings, structures and improvements of Mortgagor, now or at any time situated, placed or constructed upon or under the Land (the “Buildings, Structures and Improvements”);

(iv) all leasehold real estate interests now owned or hereafter acquired by Mortgagor in the county in which this Mortgage is recorded (the “Other Current or After-Acquired Property”);

(the Leased Land, the Other Property and the Other Current or After-Acquired Property are sometimes referred to herein collectively as the “Land”);

(v) all coal, oil, gas, coalbed methane gas and other minerals owned by Mortgagor or leased to Mortgagor (whether pursuant to the Mortgaged Leases or otherwise) located upon, under or in the Land, included within the Land in place and as produced and extracted (as produced and extracted and including, but not limited to “as extracted collateral” as defined in the UCC, the “as-extracted collateral”), and all rights, privileges, titles and interests appurtenant and relating thereto and in connection therewith (including, without limitation, rights, privileges, titles and interests for the development, production, extraction, processing, treatment, storage, transportation and sale and other disposition of minerals and all contracts and other agreements relating to such activities as well as all accounts, accounts receivable, contract rights, other rights to the payments of monies, chattel paper and general intangibles arising from or relating to such activities) (the “Mineral Interests”);

(vi) except to the extent excluded from the lien of this Mortgage, all buildings, structures and improvements of Mortgagor, now or at any time situated, placed or constructed upon or under the Land (the “Improvements”; the Land and Improvements are collectively referred to as the “Premises”);

(vii) all materials, supplies, equipment (including, but not limited to, “equipment” as defined in the UCC), apparatus, standing timber and other goods and

other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in, or used in connection with any of the Improvements or the Land; and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities and fixtures (including, but not limited to “fixtures” as defined in the UCC) placed or constructed upon the Land, whether or not situated in easements (the “Fixtures”);

(viii) all goods, inventory, cut timber, accounts, general intangibles, instruments, documents, chattel paper, equipment and all other personal property of any kind or character (including, but not limited to “goods,” “inventory,” “accounts,” “general intangibles,” “instruments,” “documents,” “chattel paper” and “equipment” as defined in the UCC), as now or hereafter placed upon, used in connection with, arising from or otherwise related to the Premises (the “Personalty”);

(ix) all reserves, escrows or impounds required under the Note and all deposit accounts (including, but not limited to “deposit accounts” as defined in the UCC) maintained by Mortgagor with respect to the Mortgaged Property (the “Deposit Accounts”);

(x) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or hereafter in effect), including without limitation, contract mining agreements, which grant to any Person, other than Mortgagor, a possessory interest in, or the right to use, all or any part of the Land, together with all related security and other deposits (as any of the foregoing may be supplemented, amended, restated, replaced, or modified from time to time, each a “Lease,” and collectively the “Leases”);

(xi) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable to Mortgagor by parties to the Leases or otherwise, for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any part of the Land (the “Rents”);

(xii) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, all permits (subject to any required regulatory approval), licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of all or any part of the Land (as any of the foregoing may be supplemented, amended, restated, renewed, replaced, or modified from time to time, each a “Permit,” and collectively the “Permits”);

(xiii) all property tax refunds payable with respect to all or any part of the Land (the “Tax Refunds”);

(xiv) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the foregoing described in clauses (i) through and including (xiii) (the “Insurance”);

(xv) all awards, damages, remunerations, reimbursements, settlements or compensation made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any part of the Land and any other property (the “Condemnation Awards”);

(xvi) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to all or any part of the Land, Mineral Interests, Fixtures and Premises; and

(xvii) all accessions to, products of, and replacements and substitutions for any of the foregoing described in clauses (i) through and including (xvi) and all proceeds thereof (including, but not limited to “proceeds” and “accessions” as defined in the UCC) (the “Proceeds”).

“Note” shall mean that certain Secured Promissory Note dated as of the date herewith by Borrower in favor of Mortgagee, in the original principal amount of \$2,500,000, as amended, restated, extended or otherwise modified from time to time.

“Official Body” shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Permitted Liens” shall mean (a) liens for real estate taxes, ad valorem taxes and special assessments or installments thereof not then delinquent; (b) recorded utility, access and other easements and rights of way which do not underlie any existing or contemplated improvements, restrictions and exceptions that will not materially interfere with or impair any activities permitted under applicable zoning ordinances or the operations currently being conducted on the Land; (c) such minor defects, irregularities, encumbrances (exclusive of liens and judgments) and clouds on title as normally exist with respect to properties similar in character to the Mortgaged Property and as do not in the aggregate render title unmarketable or materially impair (i) the property affected thereby for the purpose for which it was acquired or is held by Mortgagor or (ii) the value of the Mortgaged Property as security for any other obligations secured hereby; (d) zoning and building laws, ordinances or regulations and similar restrictions which are not violated by the Mortgaged Property or its current or contemplated uses; (e) liens arising in connection with taxes, assessments, or statutory obligations or liens which are not delinquent; (f) liens created hereunder which Mortgagor shall pay in accordance with the terms of the Note; (g) any mechanic’s, laborer’s, materialman’s, supplier’s, or vendor’s lien or right thereto if payment is not yet due under the contract which is the foundation thereof; (h) such other liens and charges at the time required by law as a condition precedent to the exercise of any privileges or licenses necessary to the normal operations of Mortgagor which are not delinquent; (i) any purchase money security interest in personal property acquired by Mortgagor and any financing statement showing the Mortgagor as debtor and the holder of such purchase money security interest as the secured party; and (j) any capital lease for personal property being acquired by Mortgagor and any financing statement showing Mortgagor as debtor and the lessor of such personal property as the secured party.

“Person” shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof or any other entity.

“Secured Obligations” shall mean all of Mortgagor’s and Borrower’s obligations to Mortgagee, including, without limitation, the repayment of all obligations and indebtedness, including all obligations of Borrower under the Note, all indemnities by Mortgagor or Borrower included in the Note and this Mortgage, all other obligations and liabilities owed Mortgagor and Borrower to Mortgagee, present or future, absolute or contingent, matured or not, at any time owing by Mortgagor or Borrower to the Mortgagee, or remaining unpaid to the Mortgagee under or in connection with: (a) the Note; (b) this Mortgage; (c) any promissory notes issued to the Mortgagee in connection with any indebtedness arising out of any of the foregoing; (d) all sums advanced in protecting the lien and/or the Mortgaged Property of this Mortgage, including payment of insurance premiums or deductibles, taxes, impositions, utilities, attorneys’ fees, and other similar expenses; and all of which set forth in (a) through (d) shall include interest accruing subsequent to the filing of, or which would have accrued but for the filing of, a petition for bankruptcy, in accordance with and at the rate including any rate applicable upon any Default under the Note or this Mortgage, to the extent lawful, whether or not such interest is an allowable claim in such bankruptcy proceeding.

“Security Agreement” shall mean the Security Agreement dated as of the date herewith by Borrower in favor of Mortgagee.

“UCC” shall mean the Uniform Commercial Code in effect in the State of New Mexico.

2. GRANT

2.1 Grant. To secure the full and timely payment and performance of the Secured Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee WITH POWER OF SALE, its Mortgaged Property, subject, however, only to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee.

Provided further, until a Default shall occur, Mortgagor shall have and possess the full right and privilege to own, lease, operate, manage and control its interests in and to the Mortgaged Property in all respects, to extract the Mineral Interests therefrom, and to do all other matters and things that Mortgagor deems necessary, desirable or appropriate thereon and therewith.

It is the intention of the Mortgagor and the Mortgagee herein to cover and affect hereby all interests which the Mortgagor may now own or may hereafter acquire in and to the interests and property described on Exhibit A and Exhibit B, even though the Mortgagor’s interests or the property may be incorrectly described on Exhibit A or Exhibit B or a description of a part or all of the interests or property described on Exhibit A or Exhibit B or the Mortgagor’s interests therein may be omitted, and notwithstanding that the interests as specified on Exhibit A or Exhibit B may be limited to particular lands or particular types of property interests.

2.2 Future Advances; Priority. This Mortgage also secures future advances under the Note made at any time after the date hereof, whether direct, indirect, existing, future, contingent or otherwise, which future advances and additional indebtedness shall have the same priority as if such future advances or additional indebtedness were made on the date of the execution hereof, whether or not any debt is outstanding on the date hereof or at the time of any future advance or additional indebtedness. The maximum amount secured by this Mortgage is \$10,000,000. Nothing herein contained shall be deemed an obligation on the part of Mortgagee to make any future advances or additional indebtedness. Mortgagor hereby waives any right to require Mortgagee to release the lien of this Mortgagee with respect to future advances or additional indebtedness.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor hereby warrants and represents to, and covenants with, Mortgagee as follows:

3.1 Title to Mortgaged Property and Lien of this Instrument; Sale, Transfer, Encumbrances. Mortgagor has leasehold interests to the property described in Exhibit A hereto, free and clear of all Liens and encumbrances, except Permitted Liens; provided, however, Mortgagor shall not be in breach of the foregoing in the event that: (a) it fails to own a valid leasehold interest which, either considered alone or together with all other such valid leaseholds which it fails to own, is not material to the continued operations of Mortgagor; or (b) Mortgagor's interest in a leasehold is less than fully marketable because the consent of lessor to future assignments has not been obtained.

3.2 Lien Status. Except for Permitted Liens, Mortgagor shall preserve and protect the lien and security interest status of this Mortgage against the Mortgaged Property.

3.3 Payment and Performance. To the extent applicable to Mortgagor, Mortgagor shall pay and perform the Secured Obligations in a timely manner, when required, and in compliance with all terms, covenants and conditions required thereunder.

3.4 Inspection. Mortgagor shall permit Mortgagee and its agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and all books and records of Mortgagor related thereto, provided that such right shall, with respect to Leased Land, be subject to the provisions of any applicable Mortgaged Lease.

3.5 Insurance; Condemnation Awards and Insurance Proceeds.

(a) Insurance. Mortgagor shall maintain or cause to be maintained, with respect to its Mortgaged Property, insurance against loss or damage.

(b) Condemnation Awards. Subject to the provisions of any applicable Mortgaged Lease, Mortgagor assigns all Condemnation Awards to Mortgagee and authorizes Mortgagee to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor.

(c) Insurance Proceeds. Subject to the provisions of any applicable Mortgaged Lease, Mortgagor assigns to Mortgagee all proceeds of any Insurance policies insuring against loss or damage or other event with respect to the Mortgaged Property.

3.6 Compliance with Laws, etc. With respect to the Mortgaged Property, Mortgagor shall comply with all applicable Laws in all material respects, provided that it shall not be deemed to be a violation of this Section 3.6 if any failure to comply with any Law would not result in fines, penalties, costs associated with the performance of any remedial actions, other similar liabilities or injunctive relief which in the aggregate could reasonably be expected to result in a Material Adverse Change. Mortgagor shall operate their respective mines in all material respects in accordance with sound mining practices.

3.7 Impositions. Before the date when any fine, late charge or other penalty for late payment may be imposed, Mortgagor shall pay and discharge or cause to be paid or discharged all material taxes (including real and personal property taxes on the Mortgaged Property and income, franchise, withholding, profits and gross receipts taxes if such taxes are required to be paid in lieu of real or personal property taxes, any tax imposed directly or indirectly on Mortgagee with respect to the Mortgaged Property or this Mortgage, the value of the equity of Mortgagor therein or the indebtedness evidenced by the Note), all charges for any easement or agreement maintained for the benefit of any of the Mortgaged Property, all general and special assessments (including without limitation any condominium or planned unit development assessments, if any), levies, permits, inspection and license fees, all mortgages and other liens which may be permitted by Mortgagee, all water and sewer rents and charges and all other charges and liens, even if unforeseen or extraordinary, imposed upon or assessed against any of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof.

4. LEASEHOLD MORTGAGE PROVISIONS

Mortgagor hereby represents and warrants to, and covenants with, Mortgagee as follows:

4.1 Mortgaged Leases. Mortgagor shall notify Mortgagee in writing of any default by it in the performance or observance of any terms, covenants or conditions on the part of Mortgagor to be performed or observed under any Mortgaged Lease within five (5) days after Mortgagor obtains knowledge of such default. Mortgagor shall promptly after receipt thereof, deliver a copy of each written notice given to it by the lessor pursuant to such Mortgaged Lease, and shall promptly notify Mortgagee in writing of any default by the lessor in the performance or observance of any of the terms, covenants or conditions on the part of the lessor to be performed or observed thereunder; and

4.2 No Merger. So long as any of the Secured Obligations remains unpaid or unperformed, the fee title to, and the leasehold estate in, the Leased Land subject to any Mortgaged Lease shall not merge but shall always be kept separate and distinct notwithstanding the union of such estates in the lessor or in Mortgagor, or in a third party, by purchase or otherwise. If Mortgagor acquires the fee title or any other estate, title or interest in the Leased Land, or any part thereof, the lien of this Mortgage shall attach to, cover and be a lien upon such acquired estate, title or interest and the same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein.

Mortgagor agrees to execute all instruments and documents that Mortgagee may reasonably require to ratify, confirm and further evidence the lien of this Mortgage on the acquired estate, title or interest. Furthermore, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute and deliver, following a Default, all such instruments and documents in the name and on behalf of Mortgagor. This power, being coupled with an interest, shall be irrevocable until all of the Secured Obligations are indefeasibly paid in full in cash.

4.3 No Duties Imposed on Mortgagee. Notwithstanding anything to the contrary contained herein, Mortgagee shall have no liability or obligation under any Mortgaged Lease by reason of its acceptance of this Mortgage, except as set forth in the following sentence. Mortgagee shall be liable for the obligations of the tenant arising out of any Mortgaged Lease for only that period of time for which Mortgagee is in possession of the Premises or has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's right, title and interest.

4.4 Limited Exclusion. Notwithstanding anything to the contrary contained in this Mortgage, solely to the extent that a conveyance of an interest in a real property leasehold interest or other interest in real estate pursuant to this Mortgage is prohibited by an enforceable provision of a Mortgaged Lease, or in any right of way, easement, license or similar conveyance instrument (collectively, the "Other Instruments"), then the provisions of this Mortgage which purport to grant a lien on the real property leasehold interest of Mortgagor in such Mortgaged Lease or such Other Instruments shall be of no effect solely with respect to such real property leasehold interest, it being expressly understood that the ineffectiveness of such provisions shall in no way affect the enforceability and effectiveness of the remaining provisions of this Mortgage, including without limitation, Mortgagee's interests in and liens on all other Mortgaged Property.

4.5 Bankruptcy Provisions Relating to Mortgaged Leases.

(a) Election under Section 365(h) of Bankruptcy Code. If any lessor under any Mortgaged Lease rejects or disaffirms, or seeks or purports to reject or disaffirm, any such Mortgaged Lease pursuant to any proceeding under the Bankruptcy Code, then Mortgagor shall not exercise an election under Section 365(h) of the Bankruptcy Code (a "365(h) Election") except as otherwise provided in this paragraph. To the extent permitted by Law, Mortgagor shall not suffer or permit the termination of a Mortgaged Lease by exercise of the 365(h) Election or otherwise without Mortgagee's consent. Mortgagor acknowledges that because the Mortgaged Leases are a primary element of Mortgagee's security for the Secured Obligations, it is not anticipated that Mortgagee would consent to termination of any Mortgaged Lease. If Mortgagor makes any 365(h) Election in violation of this Mortgage, then such 365(h) Election shall be void and of no force or effect.

(b) Assignment to Mortgagee. Mortgagor hereby assigns to Mortgagee the 365(h) Election with respect to each Mortgaged Lease until the Secured Obligations have been indefeasibly paid in full in cash. Mortgagor acknowledges and agrees that the foregoing assignment of the 365(h) Election and related rights is one of the rights that Mortgagee may use at any time to protect and preserve Mortgagee's other rights and interests under this Mortgage. Mortgagor further acknowledges that exercise of the 365(h) Election in favor of terminating any Mortgaged Lease would constitute waste prohibited by this Mortgage.

(c) Occupancy Rights. Mortgagor acknowledges that if the 365(h) Election is exercised in favor of Mortgagor remaining in possession under a Mortgaged Lease, then Mortgagor's resulting occupancy rights, as adjusted by the effect of Section 365 of the Bankruptcy Code, shall then be part of the Mortgaged Property and shall be subject to the lien of this Mortgage.

(d) Rejection of Mortgaged Lease by Lessor. If a lessor under any Mortgaged Lease rejects or disaffirms any such Mortgaged Lease or purports or seeks to disaffirm any such Mortgaged Lease pursuant to any proceeding under the Bankruptcy Code, then: (i) Mortgagor shall remain in possession of the Land demised under any such Mortgaged Lease so rejected or disaffirmed and shall perform all acts reasonably necessary for Mortgagor to remain in such possession for the unexpired term of any such Mortgaged Lease, whether the then existing terms and provisions of such Mortgaged Lease require such acts or otherwise; and (ii) all of the terms and provisions of this Mortgage and the lien created by this Mortgage shall remain in full force and effect and shall extend automatically to all of Mortgagor's rights and remedies arising at any time under, or pursuant to, Section 365(h) of the Bankruptcy Code, including all of its rights to remain in possession of the Land.

(e) Assignment of Claims to Mortgagee. Mortgagor, as promptly as practical after learning that a lessor under any Mortgaged Lease has failed to perform the terms and provisions thereunder (including by reason of a rejection or disaffirmance or purported rejection or disaffirmance of any such Mortgaged Lease pursuant to any proceeding under the Bankruptcy Code), shall notify Mortgagee of any such failure to perform. Mortgagor unconditionally assigns, transfers, and sets over to Mortgagee any and all damage claims thereunder. This assignment constitutes a present, irrevocable, and unconditional assignment of all damage claims under the Mortgaged Leases, and shall continue in effect until the Secured Obligations have been indefeasibly paid in full in cash. Notwithstanding the foregoing, Mortgagee grants to Mortgagor a revocable license to exercise any such Mortgaged Lease damage claims, which license may only be revoked by Mortgagee upon the occurrence and during the continuance of any Default.

(f) New Lease Issued to Mortgagee. If any Mortgaged Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision thereof, Mortgagee or its designee shall acquire from the lessor thereunder a new lease of the same leased premises, then Mortgagor shall not have any right, title or interest in or to such new leases or the estates created thereby.

5. DEFAULT AND FORECLOSURE

5.1 Remedies. Upon the occurrence and during the continuance of a Default, any one or more of the following rights, remedies and recourses may be exercised:

(a) Acceleration. Subject to the terms of the Note and this Mortgage, any of the Secured Obligations or any portion thereof may become immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor).

(b) Entry on Mortgaged Property. Subject to the provisions of any applicable Mortgaged Lease, Other Instruments and applicable Law, Mortgagee may enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of a Default, without Mortgagee's prior written consent, subject to the provisions of any applicable Mortgaged Lease, Other Instruments and applicable Law, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Subject to the provisions of any applicable Mortgaged Lease, Other Instruments and applicable Law, Mortgagee may hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (including, without limitation, making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary, also including the mining and sale of Mineral Interests on the Mortgaged Property), and apply all Rents, Proceeds and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 5.7.

(d) Power of Sale of the Mortgaged Property. Upon the occurrence of a Default and if such event shall be continuing, Mortgagee shall have the right and power to sell, to the extent permitted by Law, at one or more sales, as an entirety or in parcels, as it may elect, the real property consisting of all or any part of the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by Law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers; and Mortgagor shall warrant title to such real property to such purchaser or purchasers to the extent warranted herein. Mortgagee may postpone the sale of all or any portion of such real property by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and Mortgagee may make other and successive sales until all of the trust estate be legally sold. If Mortgagee is the highest bidder, Mortgagee may credit the portion of the purchase price that would be distributed to the Secured Obligations pursuant to the Note.

(e) Foreclosure and Sale. Mortgagee may institute proceedings for the foreclosure of this Mortgage by judicial action, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels, subject to the provisions of any applicable Mortgaged Lease. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by Law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee may be a purchaser at such sale. If Mortgagee is the highest bidder, Mortgagee may credit the portion of the purchase price that would be distributed to the Secured Obligations.

(f) Receiver. Mortgagee may make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Secured Obligations, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by such court, and in a manner consistent with the terms of any applicable Mortgaged Lease, and shall apply such Rents, Proceeds and other amounts collected by Mortgagee in accordance with the provisions of Section 5.7.

(g) Assignment of Leases. To the extent required in order to make Mortgagee the lessee under any Mortgaged Lease or grantee under any other property interest described in Exhibit B, upon default under this Mortgage, Mortgagor shall sign such documents as necessary to assign its interests under the foregoing documents to Mortgagee.

(h) Other Remedies. Subject to the provisions of any applicable Mortgaged Lease and applicable Law, Mortgagee may exercise all other rights, remedies and recourses granted to Mortgagee with respect to all or any portion of the Mortgaged Property pursuant to the terms of the Security Agreement or otherwise available at law or in equity.

5.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such other manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Default shall not be exhausted by any one or more sales.

5.3 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee shall have all rights, remedies and recourses with respect to the enforcement against all or any portion of the Mortgaged Property granted pursuant to this Mortgage, under the Security Agreement, and available at law or equity (including the UCC), which rights: (a) shall be cumulative and concurrent; (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated for the payment or performance of the Secured Obligations or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, as the case may be; (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse; and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses relating to all or any portion of the Mortgaged Property, under the Security Agreement or otherwise at law or equity shall be deemed to cure any Default.

5.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, all or any portion of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by this Mortgage or the priority of its lien and security interests created hereby in and to the Mortgaged Property. For payment of the Secured Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

5.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by Law, Mortgagor hereby irrevocably and unconditionally waives and releases: (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or Law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment; and (b) any right to a marshalling of assets or a sale in inverse order of alienation.

5.6 Discontinuance of Proceedings. If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Note, this Mortgage or the Security Agreement and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their respective former positions with respect to the Secured Obligations, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Default which may then exist, or the right of Mortgagee thereafter to exercise any right, remedy or recourse under the Note, this Mortgage or the Security Agreement for such Default.

5.7 Application of Proceeds. Following the occurrence of a Default, the proceeds of any sale of the Mortgaged Property in accordance with this Article 5, and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property by Mortgagee or its designee, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable Law:

(a) to Mortgagee for payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation: (i) receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates; (ii) court costs; (iii) attorneys' and accountants' fees and expenses; (iv) costs of advertisement; and (v) the payment of all rent and other charges under any applicable Mortgaged Lease;

(b) to the payment and performance of the Secured Obligations; and

(c) the balance, if any, to the Person or Persons legally entitled thereto.

5.8 No Liability of Mortgagee in Collecting. Mortgagee is hereby absolved from all liability for failure to enforce collection of any Proceeds assigned by this Mortgage (and no such failure shall be deemed to be waiver of any right of Mortgagee under this Article 5) and from all other responsibility in connection therewith, except the responsibility to account to Mortgagor for funds actually received, it being understood and agreed that Mortgagee's ledger and other relevant records shall, in the absence of manifest error, be conclusive as the statement of funds so received.

5.9 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1 will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable Law and any applicable Mortgaged Lease, any

purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

5.10 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Default, Mortgagee shall have the right, but not the obligation, to cure such Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 5.10, or otherwise under this Mortgage, or applicable Law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Secured Obligations, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all reasonable expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage, or the enforcement, compromise or settlement of the Secured Obligations or any claim under this Mortgage and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

5.11 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 5, the assignment of the Rents and Leases under Article 6, the security interests under Article 7, nor any other remedies afforded to Mortgagee hereunder or under the Security Agreement, or at law or in equity, shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases, Mortgaged Leases, or otherwise.

5.12 Effect of Sale. To the extent permitted by applicable Law, any sale or sales of the Mortgaged Property, whether under the power of sale or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against Mortgagor, and Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under Mortgagor or Mortgagor's successors or assigns. Nevertheless, Mortgagor, if requested by Mortgagee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

5.13 Liability for Deficiency. To the extent permitted by applicable Law, Mortgagor will remain liable for any deficiency owing to Mortgagee after application of the proceeds of any sale of the Mortgaged Property as set forth in Section 5.7 hereof.

5.14 Obligations Survive Judgment.

(a) All of the Secured Obligations then outstanding shall survive the entry of any judgment for foreclosure of this Mortgage, and shall also survive the entry of any judgment with respect to any of the Secured Obligations then outstanding.

(b) It is the intention of Mortgagor and Mortgagee that none of the Secured Obligations then outstanding shall merge into or be extinguished by any judgment referred to in the above subsection (a), but that all of such Secured Obligations shall continue in full force and effect notwithstanding the entry of any such judgment, and that all of such Secured Obligations shall continue to be secured by this Mortgage.

(c) Notwithstanding the entry of any judgment referred to in the above subsection (a), interest shall continue to accrue after the entry of any such judgment on all of the Secured Obligations then outstanding at the rate or rates provided for in the Note (including any applicable default rate or post maturity rate) until paid despite any statutory provision with respect to interest rates on judgments, and all such interest shall continue to be secured by this Mortgage.

6. ASSIGNMENT OF RENTS AND LEASES

6.1 Assignment. In furtherance of and in addition to the grant and assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents. The foregoing license is granted subject to the conditional limitation that no Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Secured Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable Law).

6.2 Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage, Mortgagee shall have, to the extent permitted under applicable Law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable Law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

6.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that: (a) this Mortgage shall constitute a “security agreement” for purposes of Section 552(b) of the Bankruptcy Code; (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case under the Bankruptcy Code and to all amounts paid as Rents; and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case under the Bankruptcy Code.

6.4 No Merger of Estates. So long as any part of the Secured Obligations remains unpaid and undischarged, the fee and leasehold estates to any of the Leases shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party, by purchase or otherwise.

7. SECURITY AGREEMENT AND FIXTURE AND AS-EXTRACTED COLLATERAL FILING

7.1 Security Interest. This Mortgage constitutes a “security agreement” on personal property within the meaning of the UCC and other applicable Law with respect to all existing or hereafter acquired “as-extracted collateral,” “Mineral Interests,” “Improvements,” “Premises,” “Fixtures,” “Leases,” “Rents,” “Personalty,” “Permits,” “Proceeds,” “Deposit Accounts,” “Tax Refunds,” “Insurance” and “Condemnation Awards,” each as defined herein. To this end, Mortgagor grants to Mortgagee a security interest in all existing or hereafter acquired “as-extracted collateral,” “Mineral Interests,” “Improvements,” “Premises,” “Fixtures,” “Leases,” “Rents,” “Personalty,” “Permits,” “Proceeds,” “Deposit Accounts,” “Tax Refunds,” “Insurance” and “Condemnation Awards,” to secure the payment and performance of the Secured Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to all existing or hereafter acquired “as-extracted collateral,” “Mineral Interests,” “Improvements,” “Premises,” “Fixtures,” “Leases,” “Rents,” “Personalty,” “Permits,” “Proceeds,” “Deposit Accounts,” “Tax Refunds,” “Insurance” and “Condemnation Awards” or other Mortgaged Property, sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

7.2 Financing Statements. Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof), naming itself, as secured party, and Mortgagor as debtor with respect to any of its Mortgaged Property, together with any further such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by Law to so create, perfect and preserve such security interest. Mortgagor specifically also authorizes Mortgagee to file any such financing statements without Mortgagor’s execution of any such financing statements. Mortgagor represents and warrants to Mortgagee that Mortgagor’s jurisdiction of organization, as set forth in Schedule 1 attached hereto and incorporated herein by this reference, is correct. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days’ prior written notice to Mortgagee.

7.3 Fixture and “as-extracted collateral” Filing. This Mortgage shall also constitute a “fixture filing” and an “as-extracted collateral” filing for the purposes of the UCC against all of the Mortgaged Property which is or is to become “fixtures” or “as-extracted collateral” related to the Premises. Mortgagor is a “Debtor” and its exact legal name and mailing address are set forth in the preamble of this Mortgage immediately preceding Article 1. Mortgagee is the “Secured Party” and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the Fixtures, and “as-extracted collateral,” hereby secured is set forth in the definition of “Mortgaged Property” in Section 1.2 of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the owner of its leasehold interest in the Mortgaged Property. The organizational identification number of Mortgagor is set forth on Schedule 1 hereto. The information provided in this Section 7.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement.

7.4 Mortgage Also a Security Agreement. This Mortgage shall also constitute a “security agreement” under the UCC.

8. MISCELLANEOUS

8.1 Notices. Any notice required or permitted to be given under this Mortgage shall be in writing and shall be delivered by hand, email or facsimile or mailed by overnight courier or by registered or certified mail, postage prepaid:

if to the Mortgagor:
Intercontinental Potash Corp. (USA)
600 West Bender Blvd,
Hobbs, New Mexico 88240
Attn: Kenneth Kramer
Email: kkramer@icpotash.com

with a copy (which shall not constitute notice), to:

Dorsey & Whitney LLP
1400 Wewatta Street
Suite 400
Denver, Colorado 80202
Attn: Kenneth G. Sam
Email: sam.kenneth@dorsey.com

if to the Mortgagee:
Pangaea Two Acquisition Holdings XIA, LLC
c/o Cartesian Capital Group, LLC
505 Fifth Avenue, 15th Floor
New York, NY 10017
Attn: Peter Yu

with a copy (which shall not constitute notice), to:

Willkie Farr & Gallagher LLP
757 Seventh Avenue
New York, NY 10019
Attn: Robert A. Rizzo

Any notice so addressed shall be deemed to be given: if delivered by hand, email or facsimile or other electronic transmission, on the date of such delivery if a business day and delivered during regular business hours, otherwise the first (1st) business day thereafter; if mailed by overnight courier, on the first business day following the date of such mailing; and if mailed by registered or certified mail, on the third (3rd) business day after the date of such mailing.

8.2 Covenants Running with the Land. All obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of this Mortgage; provided, however, that no such party shall be entitled to any rights, thereunder without the prior written consent of Mortgagee.

8.3 Mortgagee's Right to Protect Security. Mortgagee is hereby authorized to do any one or more of the following, irrespective of whether a Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; and (b) take such action as Mortgagee may determine to pay, perform or comply with any insurance or other legal requirements, to cure any Default and to protect its security in the Mortgaged Property.

8.4 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise: (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee; (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the "Mineral Interests," "as-extracted collateral," "Improvements," "Premises," "Fixtures," "Leases," "Rents," "Personalty," "Permits," "Proceeds," "Deposit Accounts," "Tax Refunds," "Insurance" and "Condemnation Awards" or other Mortgaged Property in favor of the grantee of any such deed and as may be necessary or desirable for such purpose; (c) to prepare, execute, and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property; and (d) after the occurrence and during the continuance of any Default, to perform any obligation of Mortgagor hereunder, provided, however, that: (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the Secured Obligations and shall bear interest at the highest rate at which interest is then computed on any portion of the Secured Obligations;

(iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.4.

8.5 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder. Mortgagor agrees that nothing herein shall be deemed to prohibit the assignment or negotiation, with or without recourse, of the Note or any future advances, amendments, restatements, supplements, modifications, extensions, renewals, replacements, substitutions, refinancings, refundings or waivers and any of the Note or the Security Agreement, or any interest of Mortgagee therein, or the assignment of this Mortgage, provided any such assignment or negotiation is permitted under and in compliance with the Note.

8.6 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Note, this Mortgage, or the Security Agreement shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions thereof.

8.7 Release or Reconveyance. Notwithstanding anything to the contrary contained in this Mortgage, upon indefeasible payment in full in cash of the Secured Obligations (other than contingent indemnity obligations for which no claim has been made), and payment and performance of all Secured Obligations (other than contingent indemnity obligations for which no claim has been made), all obligations of Mortgagor under this Mortgage shall terminate, and Mortgagee, at Mortgagor's request and expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor.

8.8 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium Law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage.

8.9 Applicable Law. The provisions of this Mortgage shall be governed by, and construed in accordance with, the Laws of the State of New Mexico.

8.10 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

8.11 Further Assurances. Mortgagor agrees to execute such further assurances, documents and instruments as may be reasonably requested by Mortgagee for the purposes of further evidencing, carrying out and/or confirming this Mortgage and for all other purposes intended by this Mortgage.

8.12 Severability. If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall

be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Mortgage.

8.13 Subrogation. If the proceeds of any loan or other credit extended by Mortgagee, the repayment of which is hereby secured, is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then Mortgagee shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Mortgaged Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Mortgagee and are merged with the lien and security interest created herein as cumulative security for the repayment of the Secured Obligations and the performance of the Secured Obligations.

8.14 Time of Essence. Time is of the essence as to all of Mortgagor's obligations hereunder.

8.15 Status of Parties. It is understood and agreed that nothing contained in this Mortgage shall be construed to constitute a partnership, joint venture or co-tenancy between or among Borrower, Mortgagor and any of their respective affiliates, and Mortgagee.

8.16 Entire Agreement. This Mortgage and the Note embody the entire agreement and understanding between Mortgagee and Mortgagor relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, such documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

8.17 Joint and Several Obligations. If there is more than one party identified in this Mortgage as a "Mortgagor," then each such party so identified shall be liable, jointly and severally, for all obligations of any Mortgagor hereunder. As used herein, "Mortgagor" shall also refer to any subsequent owners or lessees of all or any portion of the Mortgaged Property.

8.18 WAIVER OF TRIAL BY JURY. MORTGAGOR AND MORTGAGEE EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO THE SUBJECT MATTER OF THIS MORTGAGE OR ANY OF THE TRANSACTIONS RELATED TO ANY OF THE SECURED OBLIGATIONS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY MORTGAGOR AND MORTGAGEE, AND MORTGAGOR AND MORTGAGEE EACH ACKNOWLEDGE THAT NO ONE OF THE OTHER NOR ANY PERSON ACTING ON BEHALF OF THE OTHER HAS OR HAVE MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. MORTGAGOR AND MORTGAGEE EACH FURTHER ACKNOWLEDGE THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN

FREE WILL AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

9. LOCAL LAW PROVISIONS

9.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions on this Article 9 and the other provisions of this Mortgage, the terms and conditions of this Article 9 shall control and be binding.

9.2 Mortgage Covenants. This Mortgage is granted with mortgage covenants (upon the “statutory mortgage condition” for the breach of which this Mortgage is subject to foreclosure in accordance with New Mexico law). All covenants in this Mortgage are a part of the “statutory mortgage condition.” To the extent that the incorporated terms of the “statutory mortgage condition” as set forth in NMSA 1978, Section 47-1-41, conflict with the express terms of this Mortgage, the express terms of this Mortgage shall prevail and control.

9.3 **MAXIMUM SECURED AMOUNT. THE SECURED OBLIGATIONS SECURED BY THE MORTGAGED PROPERTY SHALL NOT AT ANY ONE TIME EXCEED THE AGGREGATE MAXIMUM AMOUNT OF \$10,000,000, WHICH SHALL CONSTITUTE THE MAXIMUM AMOUNT AT ANY TIME SECURED HEREBY. THIS STATEMENT OF THE MAXIMUM AMOUNT SECURED BY THE LIEN OF THIS MORTGAGE IS MADE TO COMPLY WITH NMSA 1978, § 48-7-9, AS AMENDED FROM TIME TO TIME, AND AT ANY TIME AND IT SHALL NOT IN ANY WAY IMPLY THAT MORTGAGEE IS OBLIGATED TO MAKE ANY FUTURE ADVANCES TO MORTGAGOR. THE MAXIMUM AMOUNT SECURED BY THE LIEN OF THIS MORTGAGE FOR THE PURPOSES OF NMSA 1978, § 48-7-9 MAY BE ADVANCED AND REPAYED IN WHOLE OR IN PART AND AGAIN ADVANCED FROM TIME TO TIME, SOLELY AS PERMITTED IN THE SOLE AND ABSOLUTE DISCRETION OF MORTGAGEE. THIS STATEMENT OF THE MAXIMUM AMOUNT SECURED LIMITS, AS PROVIDED IN NMSA 1978, § 48-7-9, AS AMENDED FROM TIME TO TIME, ONLY THE TOTAL AMOUNT THAT MAY BE, AT ANY ONE TIME, OUTSTANDING AND SECURED ON THE PROVISIONS IN THIS MORTGAGE.**

9.4 Redemption. With respect to foreclosure of the Mortgaged Property located in the State of New Mexico, the redemption period after judicial sale shall be one month in lieu of nine months, in accordance with NMSA 1978, § 39-5-19.

9.5 Indemnification. To the extent, if at all, that NMSA 1978, § 56-7-1 is applicable to this Mortgage or any indemnification agreements herein, or agreement to indemnify or hold harmless any person or additional insured, as the case may be, given in this Mortgage, regardless of whether such undertaking or agreement to indemnify or hold harmless makes reference to this or any other limitation provision, this Mortgage does not purport to indemnify such indemnified person persons or additional insured, as the case may be, against liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnified person or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of NMSA 1978, § 56-7-1(B), as

amended from time to time. This section is also deemed to be incorporated by reference into Note and Security Agreement as if this section were specifically set forth in full in the body of each of the Note and Security Agreement.

9.6 Sale of Mortgaged Property. With respect to the Mortgaged Property located in the State of New Mexico, the rights and remedies provided under NMSA 1978, § 39-5-1 to § 39-5-23 and NMSA 1978, § 55-9-601 *et seq.* shall apply.

9.7 Release or Reconveyance. Upon payment in full of the Loan and performance in full of the Secured Obligations, Mortgagee shall, in accordance with NMSA 1978 § 48-7-4 and at the written request and expense of Mortgagor, release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor.

9.8 Insurance Notice. Mortgagor hereby acknowledges that it has been informed by an authorized representative on behalf of Mortgagee that, although Mortgagor may be required by Mortgagee, as lender, to purchase insurance to cover the Mortgaged Property that is being used as security for the Secured Obligations, Mortgagor may, subject to complying the requirements of this Mortgage, purchase that insurance from the insurance company or agent of Mortgagor's choice, and cannot be required by Mortgagee, as a condition of the conveyance of loan, to purchase or renew any policy of insurance covering the Mortgaged Property through any particular insurance company, agent, solicitor, or broker. Mortgagor hereby acknowledges receipt of a true copy of this notice which constitutes the Freedom to Choose Insurance Company and Insurance Professional Notice required by applicable provisions of law, as of the date of this Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

**INTERCONTINENTAL POTASH CORP.
(USA)**

By: _____
Name: Kenneth Kramer
Title: Chief Financial Officer

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Kenneth Kramer, as Chief Financial Officer of Intercontinental Potash Corp. (USA), a Colorado corporation, on behalf of the corporation.

Notary Public

My commission expires:

EXHIBIT A

Leased Land

BLM Preference Right Leases

Serial No. (NMNM)	Authorization	Permittee/Lessee	Date Issued	Lands
121107A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 34 East</u> Sec. 18: SE/4SW/4, Lot 4 Sec. 19: NE/4NW/4, NW/4NE/4, Lot 1
121108A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 24 South, Range 34 East</u> Sec. 7: NE/4NW/4, N/2NE/4; Lot 1
121109A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 24 South, Range 33 East</u> Sec. 11: N/2N/2 Sec. 12: N/2N/2, SE/4NW/4, SW/4NE/4, NW/4SE/4, NE/4SW/4 Sec. 14: S/2NW/4, N/2SW/4 Sec. 23: E/2SE/4
121110A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 24 South, Range 33 East</u> Sec. 24: W/2W/2 Sec. 25: W/2 Sec. 26: All
121111A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 33 East</u> Sec. 24: All Sec. 25: All Sec. 26: All
121113A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 33 East</u> Sec. 13: S/2 Sec. 14: S/2 Sec. 21: W/2NW/4, NW/4SW/4 Sec. 23: All
121114A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 33 East</u> Sec. 04: S/2S/2 Sec. 05: N/2SW/4, S/2S/2, S/2NW/4; Lot 4 Sec. 06: E/2SW/4, SE/4, S/2NE/4, SE/4NW/4; Lots 1-3, 6-7
121115A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 33 East</u> Sec. 7: E/2, E/2W/2; Lots 1-4 Sec. 8: All Sec. 9: All Sec. 11: S/2, S/2NW/4, NW/4NW/4
123690A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 32 East</u> Sec. 24: W/2, W/2E/2, NE/4NE/4 Sec. 25: W/2NE/4, SE/4, SE/4NE/4, E/2SW/4, NW/4 Sec. 26: NE/4
123691A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 32 East</u> Sec. 1: SW/4SE/4

Serial No. (NMNM)	Authorization	Permittee/Lessee	Date Issued	Lands
123693A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 32 East</u> Sec. 12: W/2E/2, SW/4, S/2NW/4 Sec. 13: All Sec. 23: E/2, E/2SW/4, SE/4NW/4
124376A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 32 East</u> Sec. 11: SE/4 Sec. 14: NW/4NE/4, E/2E/2
124379A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 23 South, Range 33 East</u> Sec. 19: E/2 Sec. 20: All Sec. 29: N/2 Sec. 30: NE/4, W/2SE/4, E/2W/2; Lots 2-4
124381A	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 24 South, Range 32 East</u> Sec. 01: S/2NE/4, N/2SE/4, SE/4NW/4, Lots 1-3
124381B	Preference Right Lease	Intercontinental Potash (USA)	11/1/2014	<u>Township 24 South, Range 33 East</u> Sec. 35: All
END OF BLM PRL & PRLA				

New Mexico State Leases

Serial No.	Lessee	Date Issued	Lands
HP-0030	Intercontinental Potash (USA)	5/24/2010	<u>Township 22 South, Range 32 East</u> Sec. 32: All
HP-0031	Intercontinental Potash (USA)	5/24/2010	<u>Township 22 South, Range 32 East</u> Sec. 36: All <u>Township 23 South, Range 32 East</u> Sec. 1: E/2SE/4, SE/4NE/4; Lot 1 Sec. 12: E/2E/2
HP-0032	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 32 East</u> Sec. 3: SW/4NW/4 Sec. 4: SE/4NE/4
HP-0033	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 32 East</u> Sec. 2: S/2, S/2N/2; Lots 1-4
HP-0034	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 32 East</u> Sec. 16: All
HP-0035	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 32 East</u> Sec. 21: SE/4NE/4
HP-0036	Intercontinental Potash (USA)	5/24/2010	<u>Township 22 South, Range 33 East</u> Sec. 30: E/2, E/2W/2; Lots 1-4 Sec. 31: E/2, E/2W/2; Lots 1-4 Sec. 32: All Sec. 33: All
HP-0037	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 33 East</u> Sec. 2: S/2, S/2N/2; Lots 1-4 Sec. 3: S/2, S/2N/2; Lots 1-4 Sec. 10: All
HP-0038	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 33 East</u> Sec. 12: All

Serial No.	Lessee	Date Issued	Lands
HP-0039	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 33 East</u> Sec. 15: All Sec. 16: All Sec. 17: E/2, E/2NW/4, SW/4 Sec. 18: E/2, E/2W/2; Lots 1-4
HP-0040	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 33 East</u> Sec. 22: All Sec. 27: All Sec. 33: All Sec. 34: All
HP-0041	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 33 East</u> Sec. 35: All Sec. 36: All <u>Township 23 South, Range 34 East</u> Sec. 31: E/2, E/2W/2; Lots 1-4 Sec. 32: All
HP-0042	Intercontinental Potash (USA)	5/24/2010	<u>Township 24 South, Range 33 East</u> Sec. 1: S/2, S/2N/2; Lots 1-4 Sec. 2: S/2, S/2N/2; Lots 1-4 Sec. 3: S/2, S/2N/2; Lots 1-4 <u>Township 24 South, Range 34 East</u> Sec. 6: SE/4, S/2NE/4, E/2SW/4, SE/4NW/4; Lots 1-7
HP-0043	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 33 East</u> Sec. 32: All <u>Township 24 South, Range 33 East</u> Sec. 4: S/2, S/2N/2; Lots 1-4 Sec. 5: S/2, S/2N/2; Lots 1-4 Sec. 8: All
HP-0044	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 32 East</u> Sec. 36: All <u>Township 23 South, Range 33 East</u> Sec. 31: E/2, E/2W/2; Lots 1-4 <u>Township 24 South, Range 33 East</u> Sec. 6: SE/4, S/2NE/4, E/2SW/4, SE/4NW/4; Lots 1-7 Sec. 7: E/2, E/2W/2; Lots 1-4
HP-0045	Intercontinental Potash (USA)	5/24/2010	<u>Township 24 South, Range 33 East</u> Sec. 9: All Sec. 10: All Sec. 15: All
HP-0046	Intercontinental Potash (USA)	5/24/2010	<u>Township 23 South, Range 33 East</u> Sec. 13: N/2 Sec. 14: N/2
HP-0047	Intercontinental Potash (USA)	1/15/2013	<u>Township 24 South, Range 33 East</u> Sec. 16: All Sec. 17: All Sec. 18: E/2, E/2W/2; Lots 1-4

END OF STATE OF NEW MEXICO MINING LEASES

EXHIBIT B

Other Property

BLM Preference Right Leases Applications

Serial No. (NMNM)	Authorization	Permitee/Lessee	Date Issued	Lands
121105-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 24 South, Range 34 East</u> Sec. 09: N/2,SE/4 Sec. 11: W/2W/2, E/2E/2 Sec. 12: E/2, SW/4, E/2NW/4 Sec. 13: All Sec. 19: N/2, SE/4,N/2SW/4
121107-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 23 South, Range 34 East</u> Sec. 06: Lots 1-7, SE/4NW/4, E/2SW/4, S/2NE/4, SE/4 Sec. 07: Lots 1-2, E/2NW/4, NE/4 Sec. 18: Lot 3, SE/4, NE/4SW/4 Sec. 19: Lots 2-4, E/2SW/4, SE/4, E/2NE/4, SW/4NE/4, SE/4NW4
121108-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 24 South, Range 34 East</u> Sec. 01: Lots 1-4, S/2N/2, N/2SW/4, SE/4 Sec. 03: Lots 1-2, S/2NE/4, SE/4 Sec. 04: Lots 1-2, S/2NE/4, SE/4,S/2SW/4, NW/4SW/4 Sec. 05: Lots 3-4, S/2NW/4,SW/4 Sec. 07: Lot 2, SE/4NW/4, S/2NE/4 Sec. 08: N/2, SW/4
121109-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 24 South, Range 33 East</u> Sec. 11: S/2N/2 Sec. 12: S/2S/2, SW/4NW/4, SE/4NE/4, NE/4SE/4, NW/4SW/4 Sec. 13: SE/4, E/2SW/4 Sec. 14: W/2E/2, N/2NW/4, S/2SW/4 Sec. 23: W/2, NE/4, W/2SE/4
121110-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 24 South, Range 33 East</u> Sec. 24: E/2W/2
121111-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 23 South, Range 33 East</u> Sec. 28: All
121112-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 24 South, Range 34 East</u> Sec. 17: All Sec. 18: Lot1, NE/4NW/4, NE/4 Sec. 20: All Sec. 21: N/2, SW/4,W/2SE/4 Sec. 22: N/2, SE/4SE/4
121113-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 23 South, Range 33 East</u> Sec. 21: E/2, E/2NW4, E/2SW/4, SW/4SW/4

Serial No. (NMNM)	Authorization	Permitee/Lessee	Date Issued	Lands
121114-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 23 South, Range 33 East</u> Sec. 01: Lots 1-4, S/2N/2, S/2 Sec. 04: Lots 1-4, N/2S/2, S/2N/2 Sec. 05: Lots 1-3, S/2NE/4, N/2SE/4 Sec. 06: Lots 4-5
121115-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 23 South, Range 33 East</u> Sec. 11: NE/4, NE/4NW/4
123690-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 23 South, Range 32 East</u> Sec. 24: E/2SE/4, SE/4NE/4 Sec. 25: W/2SW/4, NE/4NE/4 Sec. 26: NW/4 Sec. 27: N/2
123691-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 22 South, Range 32 East</u> Sec. 30: Lot 4 <u>Township 23 South, Range 32 East</u> Sec. 1: SW/4, NW/4SE/4 Sec. 3: SE/4NW/4, S/2NE/4, S/2; Lots 1-4 Sec. 4: S/2NW/4, SW/4NE/4, S/2; Lots 1-4 Sec. 5: S/2N/2, S/2; Lots 1-4 Sec. 6: Lot 7
123692-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 23 South, Range 32 East</u> Sec. 6: SE/4NW/4, S/2NE/4, E/2SW/4, SE/4; Lots 1-6 Sec. 8: All Sec. 9: All Sec. 10: All
123693-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 23 South, Range 32 East</u> Sec. 12: N/2NW/4 Sec. 22: All Sec. 23: N/2NW/4, SW/4NW/4, W/2SW/4
123694-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 22 South, Range 32 East</u> Sec. 28: All Sec. 29: All Sec. 30: E/2W/2, E/2; Lots 1-3 Sec. 33: All
124371-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 22 South, Range 32 East</u> Sec. 19: E/2SW/4, SE/4; Lots 3-4 Sec. 20: S/2 Sec. 21: All Sec. 22: All <u>Township 22 South, Range 33 East</u> Sec. 29: S/2

Serial No. (NMNM)	Authorization	Permitee/Lessee	Date Issued	Lands
124372-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 22 South, Range 32 East</u> Sec. 23: All Sec. 24: S/2 Sec. 25: All Sec. 26: All Sec. 27: N/2
124373-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 22 South, Range 32 East</u> Sec. 27: S/2 Sec. 31: E/2W/2, E/2; Lots 1-4 Sec. 34: All Sec. 35: All
124374-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 22 South, Range 31 East</u> Sec. 24: E/2 Sec. 25: SW/4, E/2 Sec. 26: S/2NW/4, S/2
124375-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 22 South, Range 31 East</u> Sec. 35: All <u>Township 23 South, Range 31 East</u> Sec. 1: S/2N/2, S/2; Lots 1-4 Sec. 11: N/2NE/4 Sec. 12: N/2NW/4, SE/4NW/4, E/2 <u>Township 23 South, Range 32 East</u> Sec. 1: SW/4NE/4, S/2NW/4; Lots 2-4
124376-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 23 South, Range 32 East</u> Sec. 7: E/2W/2, E/2; Lots 1-4 Sec. 11: W/2, NE/4 Sec. 14: W/2, SW/4NE/4, W/2SE4 Sec. 15: N/2
124377-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 23 South, Range 32 East</u> Sec. 15: S/2 Sec. 17: All Sec. 18: E/2NW/4, NE/4, SE/4; Lots 1-2 Sec. 20: N/2, SE/4 Sec. 21: S/2, NW/4, W/2NE/4
124378-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 23 South, Range 32 East</u> Sec. 26: S/2 Sec. 27: S/2 Sec. 28: N/2, SE/4 Sec. 34: N/2, SE/4 Sec. 35: All
124379-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 23 South, Range 33 East</u> Sec. 19: E/2W/2, Lots 1-4 Sec. 29: S/2 Sec. 30: E/2SE/4, Lots 1

Serial No. (NMNM)	Authorization	Permitee/Lessee	Date Issued	Lands
124380-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	pending	<u>Township 23 South, Range 34 East</u> Sec. 20: S/2, NW/4 Sec. 27: S/2, NW/4 Sec. 28: All Sec. 29: S/2, NE/4
124381-tbd	Preference Right Lease Application	Intercontinental Potash (USA)	Pending	<u>Township 24 South, Range 32 East</u> Sec. 01: Lot 4, SW/4NW/4, SW/4,S/2SE/4 Sec. 12: N/2 <u>Township 23 South, Range 34 East</u> Sec. 30: Lots 1-4, E/2W/2, E/2
END OF BLM PRLA				

BLM Prospecting Permits

Serial No. (NMNM)	Authorization	Permitee/Lessee	Date Issued	Lands
122278	Prospecting Permit	Intercontinental Potash (USA)	9/1/2014	<u>Township 23 South, Range 36 East</u> Sec. 29: All Sec. 30: E/2, E/2W/2; Lots 1-4 Sec. 31: E/2W/2; Lots 1-4
122279	Prospecting Permit	Intercontinental Potash (USA)	9/1/2014	<u>Township 24 South, Range 36 East</u> Sec. 06: S/2NE/4, SE/4NW/4, SE/4; Lots 1-5 Sec. 07: E/2 Sec. 17: S/2SE/4, S/2NW/4, SW/4 Sec. 18: E/2NW/4, NE/4; Lots 1-2 Sec. 19: E/2W/2, E/2; Lots 1-4
122280	Prospecting Permit	Intercontinental Potash (USA)	9/1/2014	<u>Township 24 South, Range 36 East</u> Sec. 20: All Sec. 28: N/2NW/4, E/2NE/4, E/2SE/4 Sec. 29: NW/4NW/4, S/2SW/4 Sec. 30: E/2W/2, SE/4, W/2NE/4, NE/4NE/4; Lots 1-4 Sec. 31: E/2NW/4, NE/4; Lots 1-2 Sec. 33: S/2SE/4
122281	Prospecting Permit	Intercontinental Potash (USA)	9/1/2014	<u>Township 25 South, Range 36 East</u> Sec. 04: S/2N/2, S/2, Lots 1-4 Sec. 05: S/2N/2, S/2, Lots 1-4 Sec. 06: E/2SW/4, SE/4, Lots 6-7 Sec. 07: E/2W/2, NE/4, N/2SE/4; Lots 1-4
122282	Prospecting Permit	Intercontinental Potash (USA)	9/1/2014	<u>Township 25 South, Range 36 East</u> Sec. 08: All Sec. 09: All

Serial No. (NMM)	Authorization	Permitee/Lessee	Date Issued	Lands
124382	Prospecting Permit	Intercontinental Potash (USA)	4/1/2011	<u>Township 25 South, Range 33 East</u> Sec. 01: S/2N/2, S/2; Lots 1-4 Sec. 03: S/2N/2, S/2; Lots 1-4 <u>Township 24 South, Range 34 East</u> Sec. 30: E/2, SE/4NW/4, NE/4SW/4 Sec. 31: E/2W/2; Lots 1-4
124383	Prospecting Permit	Intercontinental Potash (USA)	4/1/2011	<u>Township 25 South, Range 33 East</u> Sec. 10: NE/4 Sec. 11: All Sec. 12: W/2, NE/4, N/2SE/4 <u>Township 25 South, Range 34 East</u> Sec. 06: SE/4NW/4, E/2SW/4; Lots 3-7 Sec. 07: Lots 1-2
129927	Prospecting Permit	Intercontinental Potash (USA)	9/1/2014	<u>Township 24 South, Range 35 East</u> Sec. 01: S/2NW/4, SW/4NE/4, W/2SE/4, SW/4; Lots 2-4 Sec. 11: NE/4NE/4 Sec. 12: All Sec. 13: All Sec. 14: E/2, SW/4, S/2NW/4, NE/4NW/4
129928	Prospecting Permit	Intercontinental Potash (USA)	9/1/2014	<u>Township 24 South, Range 36 East</u> Sec. 09: E/2 Sec. 21: All
END OF BLM PROSPECTING PERMITS				

Landowner and Right of Way Agreements

Land Owner	Type of Agreement	Date	Lands
Shaft Site			
State of New Mexico	Surface Use	5/ 24/ 2010	<u>Township 24 South, Range 33 East</u> Sec. 9: All Sec. 10: All Sec. 15: All
Jal Loadout			
Johnny Chapman	Option for Easement	June 25, 2013	Option for road easement through: <u>Township 25 South, Range 36 East</u> Sec. 10: The easterly most 100 feet for a distance of 500 feet north of the south line Sec. 15: All that portion lying northeasterly of the right-of-way for State Highway 128
Jal Public Library Fund	Option to Lease	July 22, 2013	Option to lease the following lands for the Jal Loadout: <u>Township 24 South, Range 36 East</u> Sec. 25: ALL <u>Township 25 South, Range 36 East</u> Sec. 1: N/2N/2 <u>Township 24 South, Range 37 East</u> Sec. 31: SW/4 and all that portion of the SE/4 lying west of the Texas-New Mexico Railroad ROW

Land Owner	Type of Agreement	Date	Lands
Christine Pruet	Option to Lease	June 6, 2013	Option to lease the following lands for the Jal Loadout: <u>Township 24 South, Range 37 East</u> Sec. 19: That portion of the SE/4 lying west of the Texas-New Mexico ROW Sec. 30: NW/4 and that portion of the NE/4 lying west of the Texas-New Mexico ROW
RRR Land & Cattle Company LLC	Option to Lease	June 5, 2013	Option to lease the following lands for the Jal Loadout: <u>Township 24 South, Range 36 East</u> Sec. 24: SE/4SE/4 <u>Township 24 South, Range 37 East</u> Sec. 19: SW/4 Sec. 30: SW/4 and that portion of the SE/4 lying west of the Texas-New Mexico Railroad ROW Sec. 31: NW/4 and that portion of the NE/4 lying west of the Texas-New Mexico ROW
Water Well Field and Pipeline			
Bert Madera	Option for Easement	October 30, 2013	Option for pipeline easement across the following lands: <u>Township 24 South, Range 34 East</u> Sec. 13: S/2S/2 Sec. 24: NW/4NW/4 <u>Township 24 South, Range 35 East</u> Sec. 17: S/2SW/4, S/2SE/4SE/4 Sec. 18: S/2S/2
BLM Right of Way			
United States (BLM)	Right of Way	September 14, 2015	Township 24 South, Range 34 East, NMPM Section 23: N2NE Township 24 South, Range 35 East, NMPM Section 17: SWSE Township 24 South, Range 36 East, NMPM Section 11: W2W2

SCHEDULE 1

Name of Mortgagor	Jurisdiction of Organization	Organization ID#
Intercontinental Potash Corp. (USA)	Colorado	20081028010

Exhibit E

Form of Intercreditor Agreement

INTERCREDITOR AGREEMENT

This Intercreditor Agreement (this “Agreement”) dated as of [●], 20[] is between [●] (the “Preferred A Holding Company”) on its own behalf and as agent and for the benefit of its shareholders, members or owners, as third-party beneficiaries of the rights of the Preferred A Holding Company hereunder (the “Preferred A Shareholders”), [●] (the “Preferred B Holding Company”) together with Preferred A Holding Company, the “Preferred Holding Companies”) on its own behalf and as agent and for the benefit of its shareholders, members or owners, as third-party beneficiaries of the rights of the Preferred B Holding Company hereunder (the “Preferred B Shareholders” collectively the Preferred A Shareholders and Preferred B Shareholders with any successors and affiliates, whose names and addresses may appear from time to time on Schedule I or II hereto, “Cartesian Investors”), and [●] (the “Lenders”). The Preferred Holding Companies, the Cartesian Investors and the Lenders are collectively referred to as the “Parties” and each, a “Party.” Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Amended Articles.

Recitals

WHEREAS, under the terms of a Securities Purchase Agreement, dated as of February 29, 2016 (the “Securities Purchase Agreement”), (a) the Preferred B Shareholders through the Preferred B Holding Company made an investment in Intercontinental Potash Corp. (USA), a Colorado corporation (the “Borrower”) in an aggregate amount of \$5,000,000, and the Borrower issued to the Preferred B Shareholders [250,000] shares of Series B Preferred Stock, and (b) the Borrower borrowed \$5,000,000 from Lenders, which debt is evidenced by senior secured note(s) (the “Secured Note(s)”) and secured under the terms of a security agreement and mortgage (the “Secured Bridge Debt”) (the transactions under the Securities Purchase Agreement, the “Tranche 1 Transaction”);

WHEREAS, as of the Effective Date, Intercontinental Potash Corp., a Canadian corporation (“IPC-Holdco”) owns all of the issued and outstanding shares of Common Stock of the Borrower, the Preferred A Holding Company owns all of the Series A Preferred Stock of the Borrower and following consummation of the transactions contemplated by the Securities Purchase Agreement, the Preferred B Holding Company owns all of the Series B Preferred Stock of the Borrower; and the rights and preference of the Series A Preferred Stock and Series B Preferred Stock are set forth in the Second Amended and Restated Articles of Incorporation (the “Amended Articles”);

WHEREAS, the Borrower and the Preferred A Holding Company entered into that certain Securities Modification and Consent Agreement (the “Modification Agreement”) to facilitate the Tranche 1 Transaction;

WHEREAS, as a condition to closing the Tranche 1 Transaction, the Borrower, the Preferred A Holding Company, the Preferred B Holding Company, the Lenders, and IPC-Holdco, are required to enter into a Put Option Agreement where, in consideration of, and as a material inducement to, the Preferred A Shareholders, the Preferred B Shareholders and the

Lenders entering into the transactions contemplated under the Securities Purchase Agreement, ICP-Holdco agreed to provide the Cartesian Investors with the benefits of certain mandatory purchase and other rights set forth therein, and the Borrower has agreed to guarantee the obligations of ICP-Holdco therein;

WHEREAS, pursuant to the Amended Articles, if the Borrower is unable to redeem the Series A Preferred Stock and Series B Preferred Stock at the Preferred A/B Maturity Date (as defined in the Amended Articles) for cash, the Borrower shall, upon determination by the Board of Directors that it may legally do so and election of the holders, redeem the Series A Preferred Stock and Series B Preferred Stock by issuing senior secured debt of the Borrower with a face amount equal to the cash redemption obligation (each, a "Redemption Note"), secured by a security interest in the assets of the Borrower and a deed of trust/mortgage on the real property at the Ochoa Project (the "Redemption Security Interest");

WHEREAS, the Borrower is unable to redeem the Series A Preferred Stock and Series B Preferred Stock at the Preferred A/B Maturity Date for cash or Redemption Notes and the Cartesian Investors have elected to exercise of the Put Option and upon such exercise, ICP-Holdco has issued one or more promissory notes (each, a "Put Note"), to the Cartesian Investors in consideration for all of the issued and outstanding shares, units, membership interest or other equity interest, as applicable, for each applicable Preferred Holding Company, each Put Note guaranteed by the Borrower and secured by a security interest in the Borrower's assets;

WHEREAS, the Redemption Note issued to the Preferred A Holding Company and the Put Note issued to the Preferred A Shareholders, as applicable (the applicable holding party being the "Preferred A Holder"), will hereafter be referred to as the "Senior A Debt"; and the Redemption Note issued to the Preferred B Holding Company and the Put Note issued to the Preferred B Shareholders, as applicable (the applicable holding party being the "Preferred B Holder"), will hereafter be referred to as "Senior B Debt"; and the Parties agree that the obligations of the Borrower shall rank in priority order from senior-most to junior-most as follows: Senior A Debt (first priority), Secured Bridge Debt (second priority); Series B Debt (third priority).

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, each of the Parties respectively agree as follows:

1. Subordination of the Secured Bridge Debt; Order of Payment. Each of the Lenders subordinates to the Preferred A Holder, any security interest(s) or lien(s) that it has in all property and assets of the Borrower. Despite attachment or perfection dates of the Lenders' security interest, each of the Preferred A Holder's, security interest(s) in all assets and property of the Borrower is and shall remain senior to the Lenders' security interest therein. All of the Secured Bridge Debt payments are subordinated to all the Borrower's obligations under the Senior A Debt, together with collection costs of the obligations (including attorneys' fees), including, interest accruing after any bankruptcy, reorganization or similar proceeding and all obligations owing to the Preferred A Holder.

2. Subordination of Preferred B Debt; Order of Payment. The Preferred B Holder, subordinates to each of the Lenders and to each of the Preferred A Holder, any security interest(s) or lien(s) that the Preferred B Holder have in all property and assets of the Borrower. Despite attachment or perfection dates of the Preferred B Holder's security interest, each of the Lenders and the Preferred A Holder, security interest(s) or lien(s) in all assets and property of the Borrower is and shall remain senior in priority to the Preferred B Holder's security interest(s) therein. All of the Senior B Debt payments are subordinated to all the Borrower's obligations under the Senior A Debt and the Secured Bridge Debt, together with collection costs of the obligations (including attorneys' fees), including, interest accruing after any bankruptcy, reorganization or similar proceeding and all obligations owing to the Preferred B Holder.

3. Subordination of the Secured Bridge Debt; Enforcement. Until all the Senior A Debt is paid in full in cash, the Lenders will not:

- a. demand or receive from the Borrower (and the Borrower will not pay) any part of the Secured Bridge Debt, by payment, prepayment, or otherwise;
- b. exercise or initiate any right or remedy against any assets of the Borrower;
- c. accelerate the Secured Bridge Debt, or begin to or participate in any action against the Borrower, or
- d. without the prior written consent of the Preferred A Holder, agree to any amendment, modification, or supplement to the Bridge Debt documents if such amendment, modification or supplement would add or change any terms in a materially adverse manner to the Preferred A Holder (including, for the avoidance of doubt, any addition of any Secured Bridge Debt Event of Default not existing on the date hereof would be materially adverse to the Preferred A Holder), or shorten the final maturity of the Secured Bridge Debt, or require any payment to be made sooner than originally scheduled or increase the interest rate applicable thereto.

The Lenders agrees to deliver to the Preferred A Holder, in the form received (except for endorsement or assignment by the Lenders) any payment, distribution, security or proceeds it receives on the Secured Bridge Debt other than according to this Agreement.

4. Subordination of Preferred B Debt; Enforcement. Until all the Senior A Debt and Secured Bridge Debt are paid in full in cash, the Preferred B Holder will not:

- a. demand or receive from the Borrower (and the Borrower will not pay) any part of the Senior B Debt, by payment, prepayment, or otherwise
- b. exercise or initiate any right or remedy against any assets of the Borrower,

- c. accelerate the Senior B Debt, or begin to or participate in any action against the Borrower, or
- d. without the prior written consent of the Lenders, agree to any amendment, modification, or supplement to the Preferred B Debt documents if such amendment, modification or supplement would add or change any terms in a materially adverse manner to the Lenders (including, for the avoidance of doubt, any addition of any Preferred B Debt Event of Default not existing on the date hereof would be materially adverse to the Lenders), or shorten the final maturity of the Preferred B Debt, or require any payment to be made sooner than originally scheduled or increase the interest rate applicable thereto.

The Preferred B Holder agrees to deliver, in the form received (except for endorsement or assignment by the Preferred B Holder) any payment, distribution, security or proceeds it receives on the Senior B Debt other than according to this Agreement, first to the Preferred A Holder, until the Senior A Debt is paid in full and second to the Lenders until the Secured Bridge Debt is paid in full.

5. Insolvency. These provisions remain in full force and effect, despite the Borrower's insolvency, reorganization or any case or proceeding under any bankruptcy or insolvency law. The Senior A Debt claims against the Borrower and the Borrower's estate will be fully paid in full in cash before any payment is made to the Lenders or the Preferred B Holder and Secured Bridge Debt claims against the Borrower and the Borrower's estate will be fully paid in full in cash before any payment is made to the Preferred B Holder.

6. Attorney-in-fact. Until the Senior A Debt is paid in full in cash, each of the Lenders and the Preferred B Holder, irrevocably appoint the Preferred A Holder as their attorney-in-fact, with power of attorney with power of substitution, in their name, for the Preferred A Holder use and benefit without notice, to do the following in any bankruptcy, insolvency or similar proceeding involving the Borrower:

- a. File any claims for the Secured Bridge Debt or the Senior B Debt, as applicable, if they do not do so at least 30 days before the time to file claims expires, and
- b. Accept or reject any plan of reorganization or arrangement for them and vote their respective claims in any way it chooses.

7. Termination. This Agreement shall remain effective until the Borrower owes no amounts under the Senior A Debt and the Secured Bridge Debt. If after full payment of the Secured Bridge Debt, the Lenders must disgorge any payments made on the Secured Bridge Debt, this Agreement and the relative rights and priorities provided in it, will be reinstated as to all disgorged payments as though the payments had not been made, and the Preferred B Holder, will immediately pay the Lenders all payments received under the Senior B Debt to the extent the payments would have been prohibited under this Agreement. At any time without notice to Lenders or the Preferred B Holder, the Preferred A Holder may take actions it considers appropriate on the Senior A Debt such as terminating advances, increasing the principal,

extending the time of payment, increasing interest rates, renewing, compromising or otherwise amending any documents affecting the Senior A Debt and any collateral securing the Senior A Debt, and enforcing or failing to enforce any rights against the Borrower or any other person. No action or inaction will impair or otherwise affect the Preferred A Holder's rights under this Agreement.

8. Successors and Assigns. This Agreement binds the Preferred A Holder, the Lenders and the Preferred B Holder, and their successors or assigns, and benefits the Preferred A Holder and their successors or assigns. This Agreement is for the benefit of holders of Senior A Debt, Secured Bridge Debt and Senior B Debt and not for the benefit of the Borrower or any other party.

9. Notices. Except in the case of notices and other communications expressly permitted to be given by telephone (or by e-mail as provided in paragraph (b) below), all notices and other communications provided for herein shall be made in writing and mailed by certified or registered mail, delivered by hand or overnight courier service, or sent by facsimile as follows:

- a. if to the Preferred A Holder, to: [NAME AND ADDRESS], Attention: [NAME], Fax No.: [NUMBER], e-mail: [E-MAIL ADDRESS][, with a copy to: [NAME AND ADDRESS OF ADDITIONAL RECIPIENT], Attention: [NAME], Fax No.: [NUMBER], e-mail: [E-MAIL ADDRESS]];
- b. if to the Lender, to: [NAME AND ADDRESS OF SECOND LIEN AGENT], Attention: [NAME], Fax No.: [NUMBER], e-mail: [E-MAIL ADDRESS][, with a copy to: [NAME AND ADDRESS OF ADDITIONAL RECIPIENT], Attention: [NAME], Fax No.: [NUMBER], e-mail: [E-MAIL ADDRESS]][;/.]
- c. if to the Preferred B Holder, to: [NAME AND ADDRESS], Attention: [NAME], Fax No.: [NUMBER], e-mail: [E-MAIL ADDRESS][, with a copy to: [NAME AND ADDRESS], Attention: [NAME], Fax No.: [NUMBER], e-mail: [E-MAIL ADDRESS]].
- d. If to the Borrower:

Intercontinental Potash Corp. (USA)
600 West Bender Blvd,
Hobbs, New Mexico 88240
Attn: Kenneth Kramer, CFO
Email: kkramer@icpotash.com
with a copy (which shall not constitute notice), to:

Dorsey & Whitney LLP
1400 Wewatta Street
Suite 400
Denver, Colorado 80202
Attn: Kenneth G. Sam

Email: sam.kenneth@dorsey.com

10. Agreement to Release Liens. Notwithstanding anything to the contrary contained in any agreement between the Lenders, the Preferred B Holder, and the Borrower, until the Preferred A Debt has been paid in full, only the Preferred A Holder shall have the right to restrict or permit, or approve or disapprove, the sale, transfer, release or other disposition of the Collateral or take any action with respect to the Collateral without any consultation with or the consent of the Lenders and the Preferred B Holder. In the event that the Preferred A Holder agrees to release any of its liens or security interests in any portion of the Collateral in connection with the sale or other disposition thereof, or any of the Collateral is sold or retained pursuant to a foreclosure or similar action, the Lenders and the Preferred B Holder, shall promptly consent to such sale or other disposition and promptly execute and deliver to the Preferred A Holder such consent to such sale other disposition, termination statements and releases as the Lenders or the Preferred B Holder shall reasonably request to effect the release of the liens and security interests of the Lenders or the Preferred B Holder in such Collateral. In the event of any sale, transfer, or other disposition (including a casualty loss or taking through eminent domain) of the Collateral, the proceeds resulting therefrom (including insurance proceeds) shall be applied in accordance with the terms of the Senior A Debt until such time as the Senior A Debt has been paid in full.

11. Prohibition on Contesting Liens. Each of the Preferred A Holder, the Lenders and the Preferred B Holder, shall be solely responsible for perfecting and maintaining the perfection of its liens and the Preferred A Holder, the Lenders and the Preferred B Holder, shall not impose on the Preferred A Holder, the Lenders or the Preferred B Holder, any obligations in respect of the disposition of proceeds of foreclosure of any Collateral which would conflict with prior perfected claims thereon in favor of any other Person or any order or decree of any court or other governmental authority or any applicable law. The Preferred A Holder, the Lenders and the Preferred B Holder, agree that they will not at any time contest the validity, perfection, priority or enforceability of the Preferred A Debt, the Senior Bridge Debt or the Preferred B Debt or the liens and security interests of each.

12. Modifications to the Secured A Debt. The Preferred A Holder, may at any time and from time to time without the consent of or notice to the Lenders or the Preferred B Holder, without incurring liability to any Lenders or the Preferred B Holder and without impairing or releasing the obligations of the Lenders or the Preferred B Holder under this Agreement, change the manner or place of payment, or extend the time of payment of, or renew or alter any of the terms of the Preferred A Debt (including any increase in the amount thereof), or amend in any manner any Preferred A Debt document.

13. Marshalling. The Lenders and the Preferred B Holder, hereby waive any rights it may have under applicable law to assert the doctrine of marshalling or to otherwise require the Preferred A Holder, to marshal any property of the Borrower for the benefit of Lenders and the Preferred B Holder.

14. Bailee for Perfection. Preferred A Holder, on the one hand, and the Lenders and the Preferred B Holder, on the other hand, acknowledge and agree that to the extent that the it (or its agent) retains physical possession or control of any of the Collateral, it (or its agent) shall hold

such Collateral on behalf of the other so that for purposes of perfecting any lien in any Collateral it acts and holds such Collateral on behalf of the Preferred A Holder, the Lenders and the Preferred B Holder. Nothing in this Section 14 shall affect the relative priorities in and to the Collateral.

15. Amendments; Modifications. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, relating to the subject matter hereof. Any modification or waiver of any provision of this Agreement, or any consent to any departure by any party from the terms hereof, shall not be effective in any event unless the same is in writing and signed by the the Preferred A Holder, the Lenders and the Preferred B Holder.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY THEREIN. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND WHATSOEVER, WHETHER IN LAW OR EQUITY, OR WHETHER IN CONTRACT OR TORT OR OTHERWISE, IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY FORUM OTHER THAN THE FEDERAL COURTS AND THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE BROUGHT IN ANY SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

18. Expenses. If there is an action to enforce the rights of a party under this Agreement, the Party prevailing will be entitled, in addition to other relief, all reasonable costs and expenses, including reasonable attorneys' fees, incurred in the action.

19. Due Authorization and Execution. Each of Party represents that: (i) all necessary action on its part, its officers, directors, partners, members and shareholders, as applicable, for the authorization of this Agreement and the performance of all obligations has been taken, and (ii) the execution, delivery and performance of and compliance with this Agreement will not result

in any material violation or default of any term of any of its charter, formation or other organizational documents, as applicable.

20. Headings. The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand or limit any of the terms or provisions hereof.

21. JURY TRIAL WAIVER. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTIONS, SUITS, DEMAND LETTERS, JUDICIAL, ADMINISTRATIVE OR REGULATORY PROCEEDINGS, OR HEARINGS, NOTICES OF VIOLATION OR INVESTIGATIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (B) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY

[Remainder of Page Intentionally Left Blank]

[•]

By: _____

Title: _____

[•]

By: _____

Title: _____

LENDERS

[•]

By: _____

Title: _____

ACKNOWLEDGED:

**INTERCONTINENTAL POTASH CORP.
(USA)**

By: _____

Name: _____

Title: _____